

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

E. Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: Shirley Grizzel

LIBER

501

RECORD: FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

June 19, 1986

Debtor:

PNJ PARTNERSHIP,
a Maryland general partnership

Address:

c/o 1200 Annapolis Road
Odenton, Maryland 21113

Secured Party:

MARYLAND NATIONAL BANK,
a national banking association

10 Light Street
P. O. Box 987
Baltimore, Maryland 21203
Attention: Real Estate and Mortgage
Banking Department

RECORDED FEE 16.00
INDEXED FEE 1.50
JUL 21 1986 11:44 AM
JUL 21 86

The appropriate amount of recordation taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan. Therefore, pursuant to Article 81, § 277, et seq., of the Annotated Code of Maryland, as amended, this Financing Statement is not subject to the payment of any recordation taxes to the Maryland State Department of Assessments and Taxation.

1. This Financing Statement covers the following:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, building materials, furniture, fixtures and articles of personal property of every kind and nature whatsoever as are now or hereafter located in or upon, contained in or upon, attached to or used or usable in connection with any present or future operation on that certain parcel of land (and any and all improvements thereon, whether now existing or hereafter constructed) located in ANNE ARUNDEL County, Maryland, and described in that certain Deed of Trust of even date herewith from Debtor to Stephen F. Beckenholdt and Lawrence J. Grady, Jr., Trustees, with such parcel of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("Premises"); and

(b) All earnings, revenues, rents, issues, profits and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof.

16
2

2. Proceeds of all of the foregoing collateral are covered by this Financing Statement.

3. This Financing Statement does not cover any trade fixtures, consumable goods, inventory or other personal property owned by bona fide tenants of the Debtor occupying the Premises, or any portion thereof, if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

WITNESS:

DEBTOR:

PNJ PARTNERSHIP,
a Maryland general partnership

Donna M. Manuel By: [Signature] [SEAL]
Nancy H. Chu,
Authorized General Partner

Donna M. Manuel By: [Signature] [SEAL]
Peter L. Chu,
Authorized General Partner

Donna M. Manuel By: [Signature] [SEAL]
Joseph Pang (formerly legally
known as Joseph Pangkee, Jr.),
Authorized General Partner

FILING OFFICER: After filing, please return to:

Thomas M. Dietz, Esquire
Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P. O. Box 8728
Silver Spring, Maryland 20907

The land referred to [REDACTED] is located in the County of Anne Arundel
State of Maryland and described as follows:

BEING all those lots of ground situate in the Fifth Assessment District of Anne Arundel County, being Lots 27 and 28, Block 6, on the Plat of John K. Culver's Subdivision #2 of Brooklyn Park, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod C-5, Plat No. 132, now recorded in Plat Book 14, folio 26.

Mailed to Secured Party

Exhibit "A"
(Property Description)

FINANCING STATEMENT

262836

1. Name of Debtor:

Address:

ANNAPOLIS COMMERCE PARK
LIMITED PARTNERSHIP
C/O Mr. Peter C. Gabardini, Jr.
910 F Bestgate Road
Annapolis, Maryland 21401

2. Name of Secured Party:

Address:

EQUITABLE BANK, NATIONAL
ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: William E. Eyring,
Vice President

RECORD FEE 11.00
JUL 21 86
#16417 C345 R01 114:15

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of the Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto and in a Deed of Trust dated as of July 17, 1986, from the Debtor to Willilam E. Eyring, Jr. and Richard T. McCarter, trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

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ANNE ARUNDEL COUNTY

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E. AUBREY COLLISON
CLERK



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(b) All of the Debtors' right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtors, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

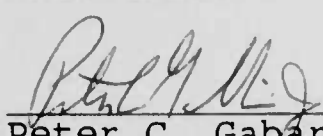
(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

ANNAPOLIS COMMERCE PARK LIMITED
PARTNERSHIP

By:  (SEAL)
Peter C. Gabardini, Jr.
Managing General Partner

DATED: July 17, 1986

Mr. Clerk: Return to Carol M. Seydel
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

PLEASE RECORD WITH:

_____ State Department of Assessments and Taxation
_____ Anne Arundel County Land Records
✓ Anne Arundel County Financing Statement Records

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Recordation Tax has been paid on the principal amount of \$_____ in connection with the filing of the Deed of Trust described below in the Land Records of _____ County, Maryland.

5. Debtor(s) Name(s):

Alan R. Weitzman
Day W. Weitzman
Richard A. James
Elizabeth G. James

Address(es):

7474 Greenway Center Drive
Greenbelt, Maryland 20770

RECORD FEE 14.00
POSTAGE .50
#140026 C345 R01 T14:30
JUL 21 86

6. Secured Party:

MARYLAND NATIONAL BANK

Attention: M. John Miller, Vice President

Address: Real Estate and Mortgage Division

~~XXXXXX~~

6001 Montrose Road

~~XXXXXX~~

Suite 405

~~Baltimore, Maryland 21202~~

Rockville, Md. 20852

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 21, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Alan R. Weitzman

(SEAL)

Day W. Weitzman

(SEAL)

Richard A. James

(SEAL)

Elizabeth G. James

(SEAL)

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Secured Party:

MARYLAND NATIONAL BANK

By: M. John Miller

(SEAL)

M. John Miller, Vice President

Type name and title



PROPERTY DESCRIPTION

BOOK

501

PAGE

07

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (60th Election District), State of Maryland, and more particularly described as follows:

ALL that lot of ground situate in Anne Arundel County, the improvements thereon being known as 50, 52 and 54 Maryland Avenue, Annapolis; BEGINNING on the northwest line of Maryland Avenue 60 feet westerly from the intersection of Maryland Avenue and Prince George Street and running thence with the line of Maryland Avenue southwesterly 30 feet, thence northwesterly 90 feet, thence northeasterly 30 feet, thence southeasterly 90 feet to the place of beginning.

Mid-Maryland Title Co., Inc.

P.O. Box 591

Mail to

Annapolis, MD 21404-0591

Debtor or Assignor Form

FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
 Amount is \$ 100,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of DebtorAddress

Cal-Con Partnership

P.O. Box 507
 Severna Park, MD 21146

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
 list if necessary

1. This Financing Statement covers the following types (or items) of property
 (the collateral):

1986 CATERPILLAR SER. # 44Z00530, MODEL 953LGP


2. The collateral property is affixed or to be affixed to or is or is to be crops on the
 following real estate:

3. ☒ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
 address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

BY 
 Cal-Con Partnership

FARMERS NATIONAL
 BANK OF MARYLAND

BY 

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

Mail to



RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1986 JUL 21 PM 4:03

E. AUBREY COLLISON
 CLERK

1100
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BOOK 501 PAGE 00

JPM
6/24/86

262839

FINANCING STATEMENT

TO BE RECORDED IN

Anne Arundel County
Financing Statement

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. Debtor:

Water Oak Forest
Corporation, a Maryland
corporation

Address:

305 E. Furnace Branch Road
Glen Burnie, Maryland 21061

2. Secured Party:

Provident Bank of
Maryland

Address:

114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including all furnishing, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air condition, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and

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JUL 22 1986

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E. AUBREY COLLISON
CLERK

49.00
-50



including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) All documents, instruments, general intangibles, chattel paper, contract rights (including contracts for the sale of the property) and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Michael E. Williams and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to Provident Bank of Maryland (the "Bank").

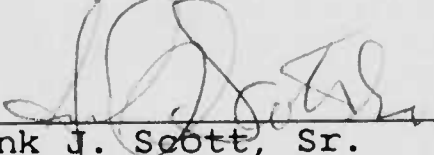
5. Proceeds of collateral are covered hereunder.

6. The land consists of a parcel of land containing approximately 86.94+ acres of land more particularly described in Exhibit A attached hereto, the approximately 13.251 acres of land more particularly described in Exhibit A-1 attached hereto and the approximately 9.01 acres of land more particularly described in Exhibit A-2 attached hereto.

7. This financing statement secures in part the payment of principal, interest and premium on a \$770,000 loan from the Bank to the Debtor of even date herewith.

Debtor:

WATER OAK FOREST CORPORATION
a Maryland corporation

By:  (SEAL)
Frank J. Scott, Sr.
President

Dated: June 30, 1986

CLERK: After recording, please return to:

Jeffrey P. McCormack, Esquire
Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202

ANAREX, INC.
DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS
503 RITCHIE HIGHWAY SUITE 1E
SEVERNA PARK, MARYLAND 21146-2996

June 27, 1986

Exhibit A

DESCRIPTION OF 101.721 ACRES, OF LAND
WATER OAK FOREST, SECTION ONE
VOELKER-VOCT ENTERPRISES
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

PARCEL 1:

BEGINNING FOR THE SAME on the East side of Water Oak Point Road, 50 foot wide, at a point marking the Northernmost corner of the "Reserved Parcel" as shown on the plat of Water Oak Forest, Section One, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 96, Page 40; thence leaving said point of beginning,

- 1) North 73 degrees 45 minutes 44 seconds West 9.69 feet to the East side of existing Water Oak Point Road, 30 feet wide; thence running with and binding thereon,
- 2) North 19 degrees 28 minutes 50 seconds East 80.86 feet,
- 3) North 19 degrees 16 minutes 00 seconds East 382.21 feet,
- 4) North 15 degrees 58 minutes 28 seconds East 78.16 feet,
- 5) North 04 degrees 09 minutes 41 seconds East 50.37 feet,
- 6) North 09 degrees 10 minutes 10 seconds West 49.47 feet,
- 7) North 21 degrees 06 minutes 50 seconds West 52.04 feet,
- 8) North 33 degrees 17 minutes 38 seconds West 53.67 feet,
- 9) North 49 degrees 01 minute 53 seconds West 52.09 feet,
- 10) North 60 degrees 40 minutes 08 seconds West 66.09 feet,
- 11) North 61 degrees 33 minutes 31 seconds West 64.61 feet,
- 12) North 52 degrees 27 minutes 50 seconds West 47.97 feet,
- 13) North 41 degrees 32 minutes 12 seconds West 46.33 feet,
- 14) North 30 degrees 22 minutes 19 seconds West 45.90 feet,
- 15) North 29 degrees 37 minutes 22 seconds West 11.35 feet,

Description of Water Oak Forest,
Section One
June 27, 1926

- 16) North 10 degrees 42 minutes 38 seconds West 46.53 feet,
- 17) North 04 degrees 23 minutes 41 seconds West 68.32 feet,
- 18) North 32 degrees 11 minutes 13 seconds West 196.28 feet,
and
- 19) North 01 degree 32 minutes 50 seconds West 197.14 feet to
a point; thence running with and binding along the boundary
line of the Lester S. Holtz land, the Deed of which is re-
corded in Liber 3342, Folio 170,
- 20) South 56 degrees 41 minutes 00 seconds East 460.20 feet,
- 21) North 35 degrees 30 minutes 43 seconds East 299.58 feet,
and
- 22) North 57 degrees 15 minutes 51 seconds East 407.27 feet,
to the shore line of Tar Cove; thence running with and
binding thereon,
- 23) South 34 degrees 02 minutes 55 seconds East 59.77 feet,
- 24) South 46 degrees 28 minutes 53 seconds East 80.61 feet,
- 25) South 62 degrees 44 minutes 21 seconds East 67.27 feet,
- 26) South 35 degrees 57 minutes 23 seconds East 63.70 feet,
- 27) South 04 degrees 46 minutes 43 seconds East 60.05 feet,
- 28) South 37 degrees 26 minutes 43 seconds East 72.62 feet,
- 29) South 46 degrees 56 minutes 20 seconds East 271.87 feet,
- 30) South 07 degrees 00 minutes 23 seconds East 120.10 feet,

Description of Water Oak Forest,
Section One,
June 27, 1986

- 31) South 42 degrees 58 minutes 40 seconds East 70.05 feet,
- 32) South 81 degrees 15 minutes 30 seconds East 173.72 feet,
- 33) South 71 degrees 25 minutes 29 seconds East 60.36 feet,
- 34) South 59 degrees 44 minutes 24 seconds East 74.82 feet,
- 35) South 39 degrees 54 minutes 50 seconds West 16.07 feet,
- 36) South 79 degrees 00 minutes 45 seconds West 27.31 feet,
- 37) North 72 degrees 43 minutes 10 seconds West 26.33 feet,
- 38) South 25 degrees 18 minutes 22 seconds West 53.38 feet,
- 39) South 25 degrees 55 minutes 47 seconds East 98.95 feet,
- 40) South 08 degrees 14 minutes 44 seconds West 92.29 feet,
- 41) South 26 degrees 03 minutes 10 seconds East 159.04 feet,
- 42) South 40 degrees 49 minutes 20 seconds East 51.34 feet,
- 43) South 64 degrees 43 minutes 02 seconds East 66.06 feet,
- 44) North 57 degrees 30 minutes 14 seconds East 41.76 feet,
- 45) South 59 degrees 36 minutes 45 seconds East 135.26 feet,
to a point; thence leaving Tar Cove and running with and
binding along the boundary of the Charles E. White land,
the Deed of which is recorded among the Land Records of
Anne Arundel County, Maryland in Liber 240, Folio 324,
- 46) South 27 degrees 02 minutes 40 seconds West 172.44 feet,

Description of Water Oak Forest,
Section One,
June 27, 1986

- 47) South 11 degrees 16 minutes 40 seconds West 227.00 feet,
- 48) South 04 degrees 46 minutes 40 seconds West 05.00 feet,
- 49) South 24 degrees 39 minutes 40 seconds West 152.00 feet,
- 50) North 57 degrees 43 minutes 19 seconds West 20.00 feet,
- 51) South 24 degrees 40 minutes 40 seconds West 161.11 feet,
- 52) South 19 degrees 39 minutes 40 seconds West 203.35 feet,
- 53) South 16 degrees 43 minutes 40 seconds West 182.70 feet,
- 54) South 07 degrees 02 minutes 40 seconds West 145.00 feet,
and
- 55) South 03 degrees 05 minutes 40 seconds West 111.36 feet to
the North side of Water Oak Point Road; thence running with
and binding thereon,
- 56) North 35 degrees 17 minutes 30 seconds West 122.11 feet,
- 57) North 43 degrees 35 minutes 40 seconds West 51.40 feet,
- 58) North 51 degrees 03 minutes 50 seconds West 51.58 feet,
- 59) North 60 degrees 20 minutes 30 seconds West 76.64 feet,
and
- 60) North 71 degrees 09 minutes 50 seconds West 151.40 feet
to a point; thence leaving said road and running,
- 61) North 10 degrees 51 minute 35 seconds East 9.74 feet to a
point marking the Southernmost corner of Lot 1, Water Oak
Forest, Section One, Plat Two, recorded among the Plat
Records in Plat Book 96, Page 48; thence running with and
binding along the boundary of said plat,

Description of Water Oak Forest,
Section One,
June 27, 1986

- 62) North 18 degrees 51 minutes 35 seconds East 320.00 feet,
- 63) North 71 degrees 08 minutes 25 seconds West 907.87 feet,
- 64) North 19 degrees 14 minutes 15 seconds East 45.33 feet,
and
- 65) North 70 degrees 45 minutes 44 seconds West 250.00 feet
to the point of Beginning.

Containing in all 61.28 acres of land, more or less.

PARCEL 2:

BEGINNING FOR THE SECOND on the south side of Water Oak Point Road, 50-foot wide, at a point marking the Eastern-most corner of "Reserved Parcel C" as shown on the plat of Water Oak Forest, Section One, Plat One, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 93, Page 38; thence leaving said point of Beginning,

- 1) North 18 degrees 56 minutes 58 seconds East 19.23 feet to the South side of existing Water Oak Point Road 30-foot wide; thence running with and binding thereon,
- 2) South 71 degrees 09 minutes 49 seconds East 109.36 feet,
- 3) South 62 degrees 50 minutes 40 seconds East 189.90 feet,
- 4) South 35 degrees 15 minutes 51 seconds East 142.21 feet,
- 5) South 05 degrees 19 minutes 51 seconds East 158.33 feet,
and
- 6) South 04 degrees 10 minutes 10 seconds West 212.73 feet to a point; thence running with and binding along the boundary of land of George and Betty Morgan, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 1579, Folio 121,

Description of Water Oak Forest,
Section One
June 27, 1986

- 7) North 71 degrees 06 minutes 20 seconds West 532.30 feet,
and
- 8) North 18 degrees 55 minutes 59 seconds East 451.30 feet to
the point of beginning.

Containing in all 4.68 acres of land, more or less.

PARCEL 3:

BEGINNING FOR THE THIRD on the West side of Water Oak Point Road, 30-feet wide, at a point marking the Southernmost boundary line of the land of George and Betty Morgan, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 1579, Folio 121; thence leaving said point and running with and binding along said road,

- 1) South 03 degrees 55 minutes 21 seconds East 675.13 feet to a point; thence leaving said road, and running with and binding along the North boundary of the land of Linda L. Kennedy, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 2783, Folio 241,
- 2) South 89 degrees 19 minutes 36 seconds West 199.85 feet,
and
- 3) South 03 degrees 54 minutes 41 seconds East 37.09 feet to a point; thence running with and binding along the boundary of the land of Charles W. Bond, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 2057, Folio 527 and Liber 2809, Folio 265,
- 4) South 89 degrees 26 minutes 36 seconds West 967.30 feet to a point; thence running with and binding along the boundary of the land of Howard L. Hipp, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3003, Folio 359,

Description of Water Oak Forest,
Section One
June 27, 1986

- 5) North 10 degrees 34 minutes 44 seconds West 655.51 feet to the boundary of Water Oak Forest, Section One, Plat One recorded among the Plat Records in Plat Book 93, Page 38; thence running with and binding thereon,
- 6) South 74 degrees 27 minutes 40 seconds East 127.74 feet,
- 7) North 30 degrees 40 minutes 41 seconds East 477.09 feet, and
- 8) South 71 degrees 05 minutes 10 seconds East 200.30 feet to the aforesaid Morgan land; thence running with and binding thereon,
- 9) South 71 degrees 05 minutes 10 seconds East 728.31 feet to the point of beginning.

Containing in all 22.92 acres of land, more or less.

PARCEL 4:

FOURTH, being all of that parcel of land entitled "Reserved Parcel" as shown on the plat of Water Oak Forest, Section One, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 96, Page 48.

Exhibit A-1 Containing in all 8.92 acres of land, more or less.

PARCEL 5:

FIFTH, being all of that parcel of land entitled "Reserved Parcel C" as shown on the plat of Water Oak Forest, Section One, Plat One, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 93, Page 38.

Description of Water Oak Forest
Section One
June 27, 1986

Containing in all 7.808 acres of land, more or less, and is shown on a plat entitled "Water Oak Forest, Section One, Plat Three and Resubdivision of Lot 7, Section One, Plat Two," as lots 1, 2, 3 and 4 and "Reserved Parcel" (60,457 square feet), which plat is intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

PARCEL 6:

SIXTH, being all of that parcel of land entitled "Reserved Parcel B" as shown on the aforesaid Plat One recorded in Plat Book 93, Page 38.

Containing in all 5.443 acres of land, more or less, and is shown on a plat entitled "Water Oak Forest, Section One, Plat Three and Resubdivision of Lot 7, Section One, Plat Two", as Lots 5 and 6 and the Recreation Area, intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

EXHIBIT

A-2

PARCEL 1:

BEING KNOWN AND DESIGNATED as Lots 1, 2, 4, 5, 6, 7, 8 and 9, as shown on the Plat entitled "Water Oak Forest, Section One, Plat One", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, Page 38.

PARCEL 2:

BEING KNOWN AND DESIGNATED as Lots 1, 3, 5 and 7, as shown on the Plat entitled "Water Oak Forest, Section One, Plat Two", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 96, Page 48.

Mailed to Secured Party

262810

BOOK 501 PAGE 21

BJC6/23/86
7/9/86
WPC: Financing Stmt.

To Be Recorded In Financing
Statement Records of
Anne Arundel County,
Maryland

Not Subject to
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same indebtedness.

FINANCING STATEMENT

This Financing Statement dated July 18, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor: Address:
Airport Square XIV Company, c/o Dickinson-Heffner, Inc.
a Maryland general Box 8691
partnership BWI Airport
Baltimore, Maryland 21240
2. Secured Party:
The Aetna Casualty and CityPlace
Surety Company Hartford, Connecticut 06156
3. This Financing Statement Covers:
(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or pay-

1986 JUL 22 PM 3:59

E. AUDREY COLLISON
CLERK

18:00 50

ments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with

respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the herein-after described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a Deed of Trust and Security Agreement of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owned by Debtor to The Aetna Casualty and Surety Company.

6. The real estate consists of a certain 4.6727+ acre parcel of land and the improvements thereon located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor:

AIRPORT SQUARE XIV COMPANY

By: 

F.L. Wilson, Jr.
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Donald L. Bradfield, Esquire, Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

BOOK 501 PAGE 24

EXHIBIT A

BEGINNING FOR THE SAME at a point on the northeast side of Winterson Road, said point being designated "585" on the plat entitled "Resubdivision Plat of Lot 4 & Lot 7 of Revised Plat of Resubdivision of a Part of Plat 2, Section 2 & Plat 1, Section 1, AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records of Anne Arundel County as Plat 5277, in Plat Book 102, Page 2, running thence and binding on the outline of Lot 14 as shown on said plat fifteen courses: (1) North 27 degrees 19 minutes 00 seconds West 22.61 feet to the southeast side of Nursery Road, thence binding on said southeast side eight courses: (2) North 16 degrees 01 minute 16 seconds East 4.84 feet, (3) North 48 degrees 57 minutes 03 seconds East 64.82 feet (4) North 21 degrees 34 minutes 48 seconds West 56.72 feet (5) northeasterly by a curve to the right with a radius of 11,384.17 feet for a distance of 268.38 feet, the chord of said arc being North 17 degrees 18 minutes 07 seconds East 268.37 feet (6) South 72 degrees 08 minutes 03 seconds East 10.00 feet (7) North 17 degrees 51 minutes 57 seconds East 40.00 feet (8) North 72 degrees 08 minutes 03 seconds West 10.00 feet and (9) North 17 degrees 51 minutes 57 seconds East 84.19 feet thence (10) South 72 degrees 19 minutes 00 seconds East 47.58 feet (11) South 39 degrees 00 minutes 00 seconds East 42.50 feet (12) southeasterly by a curve to the right with a radius of 215.00 feet for a distance of 262.14 feet, the chord of said arc being South 83 degrees 00 minutes 45 seconds East 246.20 feet (13) southeasterly by a curve to the left with a radius of 160.00 feet for a distance of 65.75 feet, the chord of said arc being South 59 degrees 51 minutes 25 seconds East 65.29 feet (14) South 17 degrees 41 minutes 00 seconds West 520.97 feet, to the northeast side of Winterson Road, thence binding on the northeast side (15) North 72 degrees 19 minutes 00 seconds West 369.00 feet to the place of beginning. Containing 4.6727 acres of land, more or less.

BEING Lot 14 as shown on the plat entitled "Resubdivision Plat of Lot 4 & Lot 7 of Revised Plat of Resubdivision Plat of a part of Plat 2 Section 2 & Plat 1, Section 1 AIRPORT SQUARE TECHNOLOGY PARK", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 102, folio 2.

TOGETHER with and subject to the rights of others to the "40' Easement for Use in Common", as shown on said Plat, the center line of which is the (14) South 17 degree 41 minute 00 second West 520.97 foot line of the parcel above described.

Mailed to Secured Party

1

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 486 FOLIO 461 ON July 2, 1985 (DATE)

1986 JUL 22 PM 4:00
FILING OFFICE
BALTIMORE

1. DEBTOR

Name: TECH PARK BUILDING I
Address: P.O. BOX 8691, BALTIMORE-WASHINGTON INTERNATIONAL AIR-
PORT, BALTIMORE, MARYLAND 21240

2. SECURED PARTY

Name: THE FIRST NATIONAL BANK OF MARYLAND
Address: 83 FOREST PLAZA
ANNAPOLIS, MARYLAND 21401 ATTENTION: RICHARD C. NETTLES
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: All property described in original statement	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
	<input type="checkbox"/> E. TERMINATION STATEMENT [] This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.	

ASSIGNEE:

AETNA LIFE INSURANCE COMPANY
CITY PLACE
HARTFORD, CONNECTICUT 06156

Date: July 18, 1986

CR
CLERK

THE FIRST NATIONAL BANK OF
MARYLAND

By: Patricia A. Brian
(Print Name)
PATRICIA A. BRIAN
VICE PRESIDENT
(Print Title)

TO THE FILING OFFICER: After this statement has been recorded, please mail to Donald L. Bradfield, Esq., Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

11.00
50
11.00
JUL 22 1986

BOOK 501 PAGE 26

2

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 486 FOLIO 466 ON July 2, 1985 (DATE)**1. DEBTOR**Name TECH PARK BUILDING IIAddress P.O. BOX 8691, BALTIMORE-WASHINGTON INTERNATIONAL AIR-
PORT, BALTIMORE, MARYLAND 21240**2. SECURED PARTY**Name THE FIRST NATIONAL BANK OF MARYLANDAddress 83 FOREST PLAZAANNAPOLIS, MARYLAND 21401 ATTENTION: RICHARD C. NETTLES

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: All property described in original statement

D. Other: ☐
 (Indicate whether amendment, termination, etc.)

E. TERMINATION STATEMENT ☐

This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

ASSIGNEE:

AETNA LIFE INSURANCE COMPANY
 CITY PLACE
 HARTFORD, CONNECTICUT 06156

Date: July 18, 1986

THE FIRST NATIONAL BANK OF
 MARYLAND

By: Patricia A. Brian

(Print Name)
 PATRICIA A. BRIAN

VICE PRESIDENT
 (Print Title)

TO THE FILING OFFICER: After this statement has been recorded, please mail to Donald L. Bradford, Esq., Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

11.98
 50

RECORD FEE 11.00
 POSTAGE 50
 TOTAL 11.50

JUL 22 86

BJC
7/3/86
WPC: Financing Stmt.

BOOK 501 PAGE 27

262841

3

To Be Recorded In Financing
Statement Records of
Anne Arundel County, Md.

Not Subject to
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same indebtedness.

FINANCING STATEMENT

This Financing Statement dated July 18, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:

Tech Park Building I
a Maryland general
partnership, and

Tech Park Building II
a Maryland general
partnership

Address:

c/o Dickinson-Heffner, Inc.
Box 8691
BWI Airport
Baltimore, Maryland 21240

c/o Dickinson-Heffner, Inc.
Box 8691
BWI Airport
Baltimore, Maryland 21240

2. Secured Party:

Aetna Life Insurance
Company

CityPlace
Hartford, Connecticut 06156

3. This Financing Statement Covers:

CR
CLERK

1986 JUL 22 PM 4:00

E. AUBREY COLLISON
CLERK

26-283

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a Deed of Trust pursuant to an Agreement of Confirmation, Consolidation, Modification, Spreading and Extension of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owned by Debtor to Aetna Life Insurance Company.

6. The real estate consists of (i) a certain 4.1261 acre parcel

of land and the improvements thereon located in Anne Arundel County, Maryland owned by Tech Park Building I, and a certain 3.9637 acre parcel of land and the improvements thereon located in Anne Arundel County, Maryland, both as more particularly described in Exhibit A attached hereto.

Debtor:

TECH PARK BUILDING I

By: [Signature] (SEAL)
(Print Name)
General Partner

TECH PARK BUILDING II

By: [Signature] (SEAL)
(Print Name)
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Donald L. Bradfield, Esquire, Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

[Signature]

EXHIBIT A

PARCEL ONE

BEGINNING FOR THE SAME at a point on the northeast side of International Drive, said point being designated "1114" on the plat entitled "Revised Plat of Resubdivision Plat of A Part of Plat 2, Section 2 & Plat 1, Section 1, AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records of Anne Arundel County as Plat 5176, in Plat Book 100, Page 01, running thence and binding on the outline of Lot 2A as shown on said plat (1) North 33 degrees 22 minutes 50 seconds West 28.28 feet to the southeast side of Aero Drive, thence binding thereon (2) North 11 degrees 37 minutes 10 seconds East 465.00 feet to the outline of the whole property of which this parcel is a part, thence binding on said outline as shown on said plat, and on the outline as shown on the plat entitled "Resubdivision Plat 2 of Section 1 AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records as Plat 5091 in Plat Book 98, page 16 (3) South 78 degrees 22 minutes 50 seconds East 371.00 feet, thence (4) South 11 degrees 37 minutes 10 seconds West 485.00 feet to the northeast side of International Drive, thence binding thereon (5) North 78 degrees 22 minutes 50 seconds West 351.00 feet to the place of beginning. Containing 4.1261 acres of land, more or less.

BEING Lot 2A, as shown on plat entitled "Revised Plat of Resubdivision Plat of a Part of Plat 2, Section 2 & Plat 1, Section 1, AIRPORT SQUARE TECHNOLOGY PARK", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, folio 01 and "Resubdivision Plat 2 of Section 1 AIRPORT SQUARE TECHNOLOGY PARK" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 98, folio 16.

8000 501 PWT 32

EXHIBIT A (CONTINUED)

PARCEL TWO

BEGINNING FOR THE SAME at a point on the northeast side of International Drive, said point being located South 78 degrees 22 minutes 50 seconds East 351.00 feet from the southeast end of the cutoff line connecting the northeast side of International Drive and the southeast side of Aero Drive, running thence and binding on the outline of Lot 2B as shown on the Plat entitled "Resubdivision Plat 2 of Section 1, AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records of Anne Arundel County as Plat 5091, in Plat Book 98, Page 16 (1) North 11 degrees 37 minutes 10 seconds East 485.00 feet to the outline of the whole property of which this parcel is a part, thence binding on said outline (2) South 78 degrees 22 minutes 50 seconds East 356.00 feet, thence (3) South 11 degrees 37 minutes 10 seconds West 485.00 feet to the northeast side of International Drive, thence binding thereon (4) North 78 degrees 22 minutes 50 seconds West 356.00 feet to the place of beginning.

BEING Lot 2B as shown on the plat entitled "Resubdivision Plat 2 of Section 1 AIRPORT SQUARE TECHNOLOGY PARK", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 98, folio 16.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 33

Identifying File No. 262812

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Central Sound Communications Corp., dba Auto Systems Control

Address 800-801 Crain Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Robert Bosch Corporation

Address 2800 South 25th Avenue, Broadview, Illinois 60153

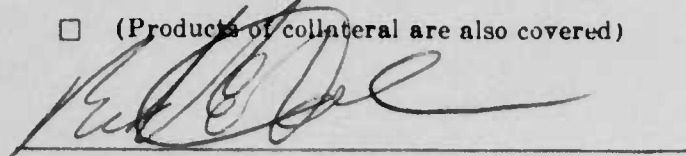
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

A. All of Debtor's inventory supplied by secured party including, without limitation, Bosch "Blaupunkt" brand car radios, speakers, antennas, equalizers and accessories.

B. Proceeds of the collateral are also covered.

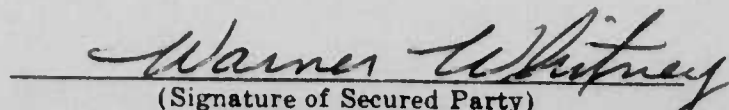
RECORD FEE 12.00
POSTAGE 7.50
JUL 23 1986
JUL 23 19861986 JUL 23 AM 11:07
CLERK COLLISONCHECK ☒ THE LINES WHICH APPLY☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)
(Signature of Debtor)Bernard Dvorak, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



Mailed to Secured Party


(Signature of Secured Party)Warner Whitney, Credit Manager
Type or Print Above Signature on Above Line

125



BOOK 501 PAGE 34 262843

ORIGINAL OR SUBSEQUENT FINANCING STATEMENT

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ☒ YES ☐ NAME OF RECORD OWNER: _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
(Print or Type All Information)

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other names will be indexed.

Alexandria Physician's Group, Ltd.
8101 Hinson Farm Road
Alexandria, Virginia 22306

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION-ORIGINAL STILL EFFECT
☐ AMENDMENT
☐ ASSIGNMENT (Date Original Filed _____)
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

Name & address of Secured Party

Central Fidelity Bank
8117 Leesburg Pike
Vienna, VA 22180

Name & address of Assignee

RECORD FEE 11.00
FILING FEE .50

11-17-86 11:08
CR
CLERK 23 86

Date of maturity if less than five years

- ☒ Proceeds of collateral are covered
☐ Products of collateral are covered

Description of collateral covered by original financing statement All equipment, machinery, and fixtures of Debtor, including but not limited to all automotive equipment, motor vehicles, fixtures, furniture, parts, tools, dies, accessories, attachments, supplies, substitutions, additions, accessions, and replacements thereto, now owned or hereafter acquired, which collateral is hereinafter collectively referred to as "Equipment". The aforementioned collateral will be located at 2005 West Street, Annapolis, Maryland 21401. The name of the company is One to One Personal Medical Care, P.C.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

✓ John P. McDade, President
Signature of Debtor if applicable

(Date)

Signature of Secured Party

(Date)

Filed with: ☐ STATE CORPORATION COMMISSION

XXX CLERK OF Anne Arundel (Maryland) COURT

COM 127 (ORIG. 6/82)

Mailed to Secured Party

BOOK 501 PAGE 35

estate and give name of record owner.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) State of Maryland, Administrative Office of the Courts-Judicial Information Systems 225-35 Hanover Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) Municipal Leasing Corporation 8260 Greensboro Dr., Suite 225 McLean, VA 22102	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 #16920 0777 R01 108:48 JUL 23 86
4. This statement refers to original Financing Statement bearing File No. 258921 Filed with Anne Arundel County Date Filed October 23 19 85		490599
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Union-Tidewater Financial Company, Inc. 7 St. Paul Street Baltimore, MD 21202		

No. of additional Sheets presented: 0

By: _____ Municipal Leasing Corporation
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: Ann M. Cuth
(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 Signature(s) of Secured Party(ies)
81-291 SCH 9

Mailed to Secured Party

1986 JUL 23 AM 11:36

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 36

256089

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Albert E. Winfield, III 521 Overhill Drive Edgewater, MD 21037	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED RE 10.00 FEBRUARY 21 1984 JUL 23 1984 7/23/84
--	---	--

4. This statement refers to original Financing Statement bearing File No. 231675 468 313
Filed with Anne Arundel Co. Date Filed 11/23/83 1983

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: _____ Signature(s) of Secured Party(ies)

BERKELEY FEDERAL SAVINGS & LOAN

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

1986 JUL 23 AM 11:36

E. AUDREY COLLISON
CLERK

BOOK 501 PAGE 37

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Timothy P. Kilcullen 6803 Connecticut Avenue Chevy Chase, MD 20815	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIVED RE 10-00 POSTAGE #15723 6345 R01 TOR 102 JUL 23 1986 C/O
--	---	--

4. This statement refers to original Financing Statement bearing File No. ? 470-497
Filed with Anne Arundel Co. Date Filed 2/10 1984

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented: _____

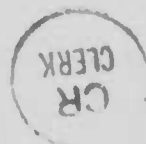
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] Signature(s) of Secured Party(ies)

BERKELEY FEDERAL SAVINGS & LOAN

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical



Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COUNTY

1986 JUL 23 AM 11:36

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 38

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Francis C. Duvall, Marilyn J. Duvall & Donald W. Duvall 12402 Derbyshire Road Rockville, MD 20850	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE #16925 0345 R01 T0845-4 JUL 23 1984
--	---	--

4. This statement refers to original Financing Statement bearing File No. 250725 470-120
Filed with Anne Arundel Co Date Filed 2/2 1984

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: John A. Collins Signature(s) of Secured Party(ies)
BERKELEY FEDERAL SAVINGS & LOAN
STANDARD FORM - FORM UCC-3
(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
OFFICE OF THE CLERK, ANNE ARUNDEL COUNTY

1986 JUL 23 AM 11:36

E. AUBREY COLLISON
CLERK



This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Capella, Frederick C.
Capella, Barbara L.
5431 Watercress Place
Columbia, MA 21045

2. Secured Party(ies) and address(es)

Berkeley Federal Savings & Loan
21 Bleeker Street
Millburn, N.J.

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#16727 CTT #01 TOR 156
JUL 23 19864. This statement refers to original Financing Statement bearing File No. 2, 463-7Filed with ANNE ARUNDEL CODate Filed 6/1519 83

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

BERKELEY FEDERAL SAVINGS & LOAN

By:

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

CR
CLERKRECEIVED FOR RECORD
AND INDEXING
JUL 23 1986

1986 JUL 23 AM 11:36

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 40

Financing Statement for Register of Deeds — Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es) Lisbon & Madeira, Ltd. 4935 Nicholson Court Kensington, MD 20795	2 Secured Party and Address Empire Generator Corporation 8190 N11250 Carnegie Drive Germantown, Wisconsin 53022	RECORD FEE 10.00 POSTAGE 50 #16928 CTTT R01 108:59 JUL 23 86 5 Assignee of Secured Party and Address RECORD FEE 2.00 #16928 CTTT R01 108:59 JUL 23 86 495-325
3 No. of Additional Sheets Presented:		
4 This Financing Statement covers the following types (or items) of Property (Collateral): Empire Generator Set Model 75QDKW-8E for Cape St. Claire, Anne Arundel County, Maryland		
Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		
TERMINATION STATEMENT This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above and requests the filing officer to terminate same of record. THE FEE FOR FILING THIS STATEMENT OF TERMINATION HAS BEEN PREPAID. Type/print name of Secured Party of Record <u>ROBERT W. THOMPSON VP</u> Dated: <u>5-29</u> , 19 <u>86</u> By: <u>Robert W. Thompson VP</u> SIGNATURE OF SECURED PARTY OF RECORD, OR ITS REPRESENTATIVE, — TITLE NOT VALID UNTIL SIGNED		
(3) FILING OFFICER COPY—Acknowledgment and Termination—Filing Officer—Note file number, date, and hour of filing hereon and return to the person filing.		



Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COURT, ANNE ARUNDEL COUNTY

1986 JUL 23 AM 11:36

E. AUBREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 09048
RECORDED IN LIBER 456 FOLIO 205 ON 11/18/82 (DATE)

1. DEBTOR

Name K & K Trash Removal, Inc.
Address Box 237 Queenstown Rd., Severn, MD

2. SECURED PARTY

Name ITT Industrial Credit
Address 67 Walnut Ave., Clark NJ 07066

RECORD FEE 10.00
POSTAGE .50
TOTAL 10.50
JUL 23 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

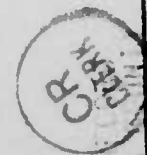
A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

TERMINATION



Mailed to Secured Party

Dated

6-6-86

JoAnne Williams
(Signature of Secured Party)
JoAnne Williams
ITT Industrial Credit Company

58289019

Type or Print Above Name on Above Line

1986 JUL 23 AM 11:36

E AUBREY COLLISON
CLERK

BOOK 501 PAGE 42

262844

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):
St. John's College
60 College Avenue
Annapolis, MD 21404
95-7273463-3

2. Secured Party(ies) Name(s) and Address(es):
WHK Leasing
220 Asharoken Avenue
Northport, NY 11768

5. This Financing Statement covers the following types (or items) of property:
IBM 5360-B23 s/n 36395
IBM 5219-D02 s/n 33694
IBM 5256-3 s/n ~~30503~~ 24507
Debtor has no power to sell or dispose of the collateral. NOT SUBJECT TO RECORDATION TAX
☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es):
Long Island Trust Co., N.A.
11 Broadway
Hicksville, NY 11801
Industrial Finance Dept.

7. ☐ The described crops are growing or to be grown on.*
☐ The described goods are or are to be affixed to.*
☐ The lumber to be cut or minerals or the like (including oil and gas) is on.*
*(Describe Real Estate Below)

8. Describe Real Estate Here: ☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

ST. JOHN'S COLLEGE WHK LEASING

By Jui Rhodes, Treasurer By Will H. Kelly, OWNER
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York



Mailed to Secured Party

1986 JUL 23 AM 11:37

E. AUDREY COLLISON
CLERK

BOOK 501 PAGE 43

262815

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Stephen Jones Enterprises, Inc. 752 Stenchcombe Road Severna Park, Maryland 21146	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc. 4100 41st Street Brentwood, Maryland 20722	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FE 11.00 POSTAGE .50 JUL 23 86 JUL 23 86
4 This financing statement covers the following types (or items) of property: 1 - 1986 Freightliner serial #1FVXYCY90GH288162 1 - 1986 14' R/S Aluminum Body serial #86020221 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corporation P.O. Box A College Park, Md. 20740
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: ANNE ARUNDEL COUNTY		
STEPHEN JONES ENTERPRISES, INC.		WASHINGTON FREIGHTLINER, INC.
By: <u>[Signature]</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	603469 Rev. 12-80
Filing Officer Copy — Alphabetical		

1320756



Mailed to Secured Party

RECEIVED - RECORD
ANNE ARUNDEL COUNTY

1986 JUL 23 AM 11:37

E. AUBREY COLLISON
CLERK

262846

BOOK 501 PAGE 44

This FINANCING STATEMENT is presented to a Filing Officer
for filing pursuant to the Uniform Commercial Code.No. of Additional
Sheets Presented3 ☐ The Debtor is a transmitting utility

1 Debtor's Name and Address(es)

TIMOTHY W. WICKHEISER
DEBORAH A. WICKHEISER
LOT 18 LYONS CREEK MH ESTATES
LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD ; #245
WOODBIDGE, VA 22191

4 For Filing Officer Date Time No. Filing Office

RECORD FEE 12.00
FILING FEE .50
JUL 23 1986 11:03 AM

5 This financing statement covers the following types (or items) of property

1980 STANDARD COACH CO. + HOLY COTTAGE
70 X 14 SERIAL # 7214497216054 + Tu Du
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTANANCES THEREIN AND THERETO; INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL☒ Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)

8 Describe Real Estate Here

☐ This statement is to be indexed in
the Real Estate Records9 Name of
a Record
Owner7 ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐
- which is proceeds of the original Collateral described above in which a security interest was perfected, or
-
- ☐
- acquired after a change of name, identity or corporate structure of the Debtor, or
-
- ☐
- as to which the filing has lapsed, or
-
- already subject to a security interest in another jurisdiction.

☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

TIMOTHY W. WICKHEISER

DEBORAH A. WICKHEISER

GREEN TREE ACCEPTANCE INC.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

RECEIVED FOR RECORD
JUL 23 1986

1986 JUL 23 AM 11:37

E. AUBREY COLLISON
CLERK

501 45

262817

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Comdisco, Inc.
6400 Shafer Court
Rosemont, IL 60018
SL: 5292

2. Secured Party(ies) and address(es)
FIRST FIDELITY BANK, N.A.,
NEW JERSEY
213 Washington
Newark, NJ 07192
ATTN: Leasing Dept.

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
JUL 23 1986

4. This financing statement covers the following types (or items) of property:

Specific Inventory of the Debtor, wherever located, as described on the attached exhibit leased by Debtor under Master Lease Agreement dated February 10, 1984 with respect to which financing has been provided by Secured Party to Debtor from time to time including all substitutions, additions and replacements thereto, together with all rental payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to the Equipment or the Master Lease Agreement with the Lessee as stated per the attached exhibit.

5. Assignee(s) of Secured Party and Address(es)

7-16

*CSC--NO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
Anne Arundel County, MD

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Comdisco, Inc.
By: Mike G. Calabrese
Signature(s) of Debtor(s)

Manager
MAZ
Title

First Fidelity Bank, N.A., New Jersey
By: James A. Phillips
Signature(s) of Secured Party(ies)
Title: AVP
(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORDATION
ANNE ARUNDEL COUNTY
1986 JUL 23 AM 11:37
E. AUBREY COLLISON
CLERK



CORPORATE LEASE LINE

18-SL05292-00
18-P05313-00

BOOK 501 PAGE 48

INTERIM EQUIPMENT SCHEDULE to the MASTER AGREEMENT OF LEASE (No. M00190-E3) dated as of
December 27, 19 83 (the "Lease").LESSEE: Kay-Bee Toy & Hobby Shops, Inc.

LESSOR COMDISCO, INC.

PAYING AGENT: First Security Bank of Utah, N.A.

Address for Invoicing:

Route 102

Address for Notices:

6400 Shafer Court

Address for Remittances:

P.O. Box 31822Lee, MA 01238Rosemont, Illinois 60018Salt Lake City, Utah 84131Attention Mr. James McPartlandAttention: Lease LineAttention: Remittance Processing DepartmentTelephone No. (413) 243-2000Processing Center
Telephone No.: (312) 698-3000

Lessee Reference No.:

(If any, P.O. No. for example)

1. ITEMS OF EQUIPMENT

The Lessee hereby represents and warrants that each Item of Equipment set forth and described below constituting the Equipment of this Interim Equipment Schedule, is new or used per the box checked below, has been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and has been accepted as an Item of Equipment under the Lease, as of the Commencement Date. All initially capitalized terms shall have the meaning assigned to them in the Lease and this Interim Equipment Schedule. Lessor and Lessee agree that this Interim Equipment Schedule is effective from the Commencement Date hereof and shall remain in force until the expiration of the Initial Term unless extended pursuant to the terms of the Lease. Upon execution by Lessee, this Equipment Schedule shall constitute a Lease of the Equipment set forth herein in accordance with the terms of the Master Lease.

2. EQUIPMENT DESCRIPTION

Location: See Attachment(s)

Street

City

County

State

Zip

In City
Limits ☐ Yes ☐ NoAdministrative Contact: Connie CooperTelephone No.: (413) 243-2000Multiple Location: ☒ Yes ☐ No (If yes, complete "Continuation Attachment" to show separate locations.)Manufacturer: Post-Tron

ITEM NO.	QTY.	MACHINE TYPE	MODEL FEATURE	DESCRIPTION	SERIAL NO.	LESSOR'S COST
				See Attachment(s)		

NEW EQUIPMENT - ITC TO LESSOR ☐NEW EQUIPMENT - ITC TO LESSEE ☒USED EQUIPMENT ☐APPLICABLE SALES OR USE TAX \$ _____
(payable upon purchase)TOTAL LESSOR'S COST \$ 1,023,211.00
(include total(s) from all Continuation Attachments)3. SALES/USE TAX: Will Sales or Use Tax be payable on rentals hereunder? ☒ Yes ☐ No (If no, attach direct pay permit or exemption certificate)4. QUARTERLY RENT: \$ 62,440.43 (6.1024 % of Lessor's cost) 5. INITIAL TERM: 5 years

6. REPRESENTATIONS BY THE LESSEE

- (A) No Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing.
(B) There has been no material adverse change in the Lessee's financial condition from the date of the Lease.
(C) Lessee hereby reaffirms all of the representations, warranties and covenants made by Lessee under the Lease and reaffirms all the terms and conditions of the Lease with respect to the Equipment leased hereunder.

7. PURCHASE DOCUMENTS

Attached hereto are complete purchase documents, including invoices, with respect to the Equipment (or such documents have been previously delivered to Lessor).

8. COMMENCEMENT DATE: April 1, 1986 (Initial Term Start: April 1, 1986)Kay-Bee Toy & Hobby Shops, Inc.
LESSEE (COMPANY NAME)

By: _____

Name: _____

Title: _____

PLEASE SIGN ALL THREE COPIES.

8005 501 47

18-SL05292-00

CLL EQUIPMENT LISTING

LOCATION ADDRESS

KAY BEE TOY & HOBBY SHOPS INC

LOCATION NUMBER 04834402

7700 RICHIE WAY
GLEN BURNIE MD 210610

Anne Arundel

LINE NUMBER	MACH TYPE	MODEL FEATURE	DESCRIPTION	SERIAL NUMBER	N MANF U CD	LESSORS COST	RENTAL COST
170 001	3684	002	POS TERMINAL	38501	P IBM	8676.00	529.44
171 001	3683	001	POS TERMINAL	98817	P IBM	3714.00	226.64
172 001	3683	001	POS TERMINAL	98818	P IBM	3714.00	226.64
LOCATION TOTALS:						16,104.00	982.72

5.0% MD Tax

Mailed to Secured Party

262848

BOOK 501 PAGE 48

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

The Meyercord Co.
365 East North Avenue
Carol Stream, IL 60187

2. Secured Party(ies) and address(es)

Allied Investment
Corporation
1625 I Street, N.W.
Washington, DC 20006

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
JUL 23 1986 07:05
JUL 23 86

4 This financing statement covers the following types (or items) of property:

See Exhibit A attached hereto.

5. Assignee(s) of Secured Party and
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented: 1

The Meyercord Co.

By:

Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

Allied Investment Corporation

By:

Signature(s) of Secured Party(ies)

(For Use In Most States)

STANDARD FORM - FORM UCC-1.

1150

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL 23 AM 11:37

E. AUBREY COLLISON
CLERK

CR
CLERK

BOOK 001 PAGE 49

EXHIBIT "A"

All property of the Debtor, including, without limitation, all Accounts, Chattel Paper, Documents, Equipment (whether or not constituting fixtures), General Intangibles, Inventory and Instruments now owned or hereafter acquired by the Debtor, and all proceeds of the foregoing, including insurance thereon, and all products thereof; subject and subordinate in lien to the lien on the same property held by the Philadelphia Saving Fund Society.

Debtor: GGA Corporation (name changed to The Meyercord Co.)
Secured Party: Allied Investment Corporation

Mailed to Secured Party

STATE OF MARYLAND

BOOK 501 PAGE 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262929

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Paid to Anne
Arundel CountyIf transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ 7,000If this statement is to be recorded
in land records check here. ☐This financing statement Dated June 20, 1986 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Michael H. Lewis

Address 19 East Lake Drive, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Rd, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1986 225hp Evinrude Serial# 1147003

RECORD FEE 11.00
RECORD TAX 49.00
FILING FEE .50
TOTAL DUE \$61.50
JUL 23 86CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Michael H. Lewis
(Signature of Debtor)Michael H. Lewis
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above

BAY National Bank

Donna J. Stevens
(Signature of Secured Party)CR
CLERKRECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
JUL 23 1986 4:11:39
AUBREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 51
262819
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ INVENTORY

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5 June 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid-Atlantic Yachts, Ltd.

Address 301 Fourth Street, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

RECORD FEE 11.00
FILING FEE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

JUL 23 86

Purchase money security interest in inventory purchased from time to time of all new and used boats with all of their spars, rigging, sails, tackle, boats electronic equipment, and other necessities, thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said items of inventory, and the above-named equipment and necessities.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

MID-ATLANTIC YACHTS, LTD.

BY:

(Signature of Debtor)

HARRY MONROE III

Type or Print Above Name on Above Line

BY:

(Signature of Debtor)

WILLIAM B. GIBBS

Type or Print Above Signature on Above Line

CR
CLERK

BAY NATIONAL BANK

(Signature of Secured Party)

Donna J. Stevens, Loan Accounting Officer

Type or Print Above Signature on Above Line

Mailed to Secured Party

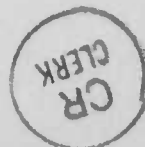
RECEIVED FOR RECORD
CLERK OF COURT, ANNE ARUNDEL COUNTY

JUL 23 AM 11:39

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 52

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) St. Joseph Leasing Corporation 201 North Union Street Suite 400 Alexandria, Virginia 22314	2. Secured Party(ies) and address(es) American Security Bank, N.A., as Agent Corporate Trust Department 635 Massachusetts Avenue, N.W. Washington, D.C. 20001	For Filing Officer (Date, Time and Filing Office) RECORDED FEE 12.00 POSTAGE 50 JUL 23 1986 10:53 JUL 23 86
4. This statement refers to original Financing Statement bearing File No. <u>252506-474-335</u>		
Filed with <u>Anne Arundel County, Maryland</u> Filed <u>July 12</u> 1984		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Amend to substitute attached pages: SEE (3) ATTACHED PAGES		
Amend to change Secured Party's address as written above.		
RETURN COPIES TO: St. Joseph Leasing Corporation 201 North Union Street, Suite 400 Alexandria, Virginia 22314		
"NOT SUBJECT TO RECORDATION TAX" No. of additional Sheets presented:		
ST. JOSEPH LEASING CORPORATION		AMERICAN SECURITY BANK, N.A., as Agent
By: <u>[Signature]</u>		By: <u>[Signature]</u> Myron O. Gray
Title: <u>President</u>		Title: <u>Vice President and</u>
(1) Filing Officer Copy - Alphabetical		Corporate Trust Officer
STANDARD FORM - FORM UCC-3		



1986 JUL 23 AM 11:40

E. AUBREY COLLISON

CLERK

Location of the Equipment:

Premises of Giant Food Inc.
Jessup Data Center
Route 1 and Assateague Drive
Jessup, Anne Arundel County, Maryland 20794

The Equipment:

The following electronic data processing equipment manufactured by International Business Machines Corporation including additions, accessions and substitutions thereof and proceeds:

<u>Machine</u>	<u>Model</u>	<u>Feature</u>	<u>Description</u>	<u>Quantity</u>	<u>Serial Number</u>
3179	100		Color Display Station	13	06427,06428,06392 06378,06651,06667 06316,06543,06384 06536,06541,06532 06534

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100719-1, dated December 23, 1982, Equipment Lease Schedule Number Three, dated May 24, 1984, by and between St. Joseph Leasing Corporation, as Lessor, and Giant Food Inc., as Lessee.

BOOK 501 PAGE 54

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
Capital Drive (Building Under Construction)
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Rockwell Graphic Systems, Inc., including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
GPS 5000 Mailroom System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Two, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Location of Equipment:

Premises of Capital Gazette Communications, Inc.
Capital Drive (Building Under Construction)
Annapolis, Anne Arundel County, Maryland 21401

800- 501 55

The Equipment:

The following electronic data processing equipment manufactured by Harris Graphics Corporation, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
Model NP1372 Dual Delivery Newspaper Inserting Machine with NC-272 A.R.S.	1
Model NF-400 On-Line Belt Conveyer Inserting System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Three, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Mail to

St Joseph Leasing
Cap

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

262850

FINANCING STATEMENT

BOOK 501 PAGE 56

DATE: _____

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

RECORDED FEE 17.00
POSTAGE 50
117089 0345 ROL 113:12
JUL 23 86

NAME OF DEBTOR(s): Ray Sears and Son, Inc.

ADDRESS: 2387 Rutland Road
Gambrills, MD 21054

→ NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and
hereafter acquired, including:

Attachment # 1
Attachment # 2
Attachment # 3

CR
CLERK
1986 JUL 23 PM 2:30
E. AUGREY COLLISON
CLERK

DEBTOR(S):

Ray Sears and Son, Inc.

By:

Raymond R. Sears, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By:

John M. Crook
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1750

Sears and
Son, Inc.
Attachment #1

One Caterpillar Model 963 Traxcavator Serial No. 11200629
complete with 2½ Cu. Yd. G.P. Bucket with Teeth and
ROPS Canopy

One Caterpillar Model 955L Traxcavator Serial No. 85J9780
complete with 2½ Cu. Yd. G.P. Bucket with Teeth and
ROPS Canopy

BOOK 501 PAGE 57

One Caterpillar Model 920 Wheel Loader Serial No. 62K5197
complete with 1½ Cu. Yd. G.P. Bucket and ROPS Cab

One I-H Model 125E Crawler Loader Serial No. 6171 complete
with 1 Cu. Yd. 4/1 Bucket with Teeth and Rear Mtd. Backhoe

One I-H Model 2400 Agricultural Wheel Tractor Serial No.
200799 complete with Front End Loader, 3 Point Hitch and
York Rake

One I-H Model 2500D Agricultural Wheel Tractor Loader
Serial No. 0521 complete with 3 Point Hitch and York Rake

One I-H Model TD-8C Crawler Tractor Serial No. 4U001760
complete with 6 Way All Angle Dozer and ROPS Canopy

One I-H Model TD-8E Crawler Tractor Serial No. 15U009845
complete with 6 Way All Angle Dozer and ROPS Canopy

One Caterpillar Model D-5 Crawler Tractor Serial No.
96J4007 complete with Model 5S Bulldozer, Tilt Cylinder
and No. 153 Hydraulic Control; Canopy

One Caterpillar Model 613 Elevating Scraper Serial No.
71M2700 complete with 23.5 x 25 Tires and ROPS Canopy

One Caterpillar Model 613B Elevating Scraper Serial No.
38W07267 complete with Michelin 23.5 x 25 Tires and ROPS
Cab

One Fiat Allis Model 65 Motor Grader Serial No. 24A01487
complete with Cab, Power Steering, Scarifier and Hydraulic
Side Shift Moldboard

One Galion Model T-600 Motor Grader Serial No. 01831
complete with Cab, Scarifier, and Hydraulic Side-Shift
Moldboard with 17.5 x 25 Tires

One JCB Model 1400 Loader-Backhoe Serial No. 309065,
Turbo-charged Diesel-complete with Cab and 18.4 x 24 Tires

One JCB Model 1400 Loader-Backhoe Serial No. 308186
complete with Cab and 18.4 x 24 Tires

One Case Model 580C Loader-Backhoe Serial No. 2878942/8989552

One Case Model 580 Super D Loader-Backhoe Serial No. 9062566
complete with Extendahoe

One Case Model Super E Loader-Backhoe Serial No. 17034302
complete with Extendahoe

One Warner & Swasey Model G660 Gradall Serial No. NP321929
complete with Detroit 4-53 Diesel Upper and 6V-53 Lower -
4 Buckets

Sears and
Son, Inc.
Attachment #2

One Bucyrus Erie Model H-5 Hydrocrane Serial No. 124259
complete with Ford Industrial Gas Engine, mounted on
1965 1-H Model R-190 Tandem Carrier

One Hyster Model C-610A Self Propelled Smooth Drum Vibratory
Roller, 48" x 72", Serial No. V1130167

BOOK 501 PAGE 58

One General Eager Beaver Static Roller, 2 Ton Serial No.
SRE74206

One Clark Model M-731 "Bobcat" Skid Steer Loader Serial No.
13173 complete with Deutz Diesel 2 Buckets and Broom
Attachment

One Richmond Model 24C2 Boring Machine with Attachments

One McLaughlin Model MCL30 Boring Machine complete with
Deutz Diesel Motor - New, with Attachments

One Ditch Witch Model R-65 Trenching Machine Serial No.
652690 complete with Wisconsin Gasoline Motor, Backhoe and
Leveling Blade - Plow

One Ditch Witch Model VP-12 Cable Plow Serial No. 160477 -
Walk Behind

One Parsons Model SP75 Combo Trencher Serial No. SP75-4-15

One Case Mini Sneaker Series B Trencher Serial No. 1204742
complete with Wisconsin VE-4 Gas Motor, and Boring
Attachment

One Vermeer Model M440 Trencher Serial No. 204 complete
with Backhoe and Crumber Attachment

One Pierce Arrow Mole Serial No. 753

One Allied Model 1000 Hole Hog Mole Serial No. 1232

One Mikasa Model MVC906 Vibratory Compactor Serial No.
5983 (New)

One J Tamper Serial No. 2358

One LeRoi Model 175 Gas Driven Compressor Serial No.
R12752, 175 c.f.m.

One LeRoi Model 170 Gas Driven Compressor Serial No.
289X650, 170 c.f.m.

One LeRoi Model 125 Gas Driven Compressor Serial No.
RS125, 125 c.f.m., capacity

One Sullair Model 150 Gas Driven Compressor Serial No.
21911

One Ingersoll-Rand Model 160 Diesel Driven Air Compressor
Serial No. 143085

One 1972 Model Lincoln Welder Serial No. A650173

One 1985 Model Lincoln Welder Serial No. 1058013

One Finn 1500 Gal. Hydro Seeder Serial No. 1921

One Ford Model 2000 Diesel Driven Ag Tractor Serial No. 225958 complete with 3 Point Hitch

One Ford Model 2600 Diesel Driven Ag Tractor, 1978 Series complete with Cab and 3 Point Hitch

One International Model 444 Diesel Driven Ag Tractor complete with 3 Point Hitch

One Gravely Model 1978 Lawn Tractor

BOOK 501 PAGE 50

One Lily Model 1973 Roto-tiller

Three Mud Hog Diaphragm Pumps, 3" @ \$500.00

Two Reinco Straw Blowers complete with Wisconsin Model 4D Gas Motor @ \$1500.00

One Hotsy Steam Cleaner Serial No. 80470FB

One 1986 Model Black & Decker Electric Drill Serial No. 16778

One Ford Model 3600 Diesel Ag Tractor, 1979 Series, complete with 3 Point Hitch and John Deere Disc

One Tampo Model RS58D Self Propelled Vibratory Compactor Serial No. 2231 210A complete with Canopy and Leveling Blade

One R & S 32' Demolition Trailer Serial No. 1R9D32202G0011296, 1986 Series

One Hyster 40 Ton Removable Gooseneck Lowboy Equipment Trailer, Tandem Axle, Wetline, Independent Pony Motor for Drop Neck, Serial No. 1HKPEFLA7CC

Five Truco 14 Ton Cable Trailers Model TCR 14C for Hydraulic Lift Jacks @ \$5000.00

Mailed to Secured Party

STATEMENT OF TERMINATION

PLEASE RETURN RECORDED DOCUMENT TO:
 Annapolis Federal Savings and Loan Association
 Consumer/Commercial Lending Department
 P.O. Box 715
 Annapolis, MD 21404

For Filing Officer Use:

File Number _____

Date and Hour _____

Mail to _____

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of Original
Financing Statements

Date of FilingBookPage

232842 ✓	6/05/80	426	51
241829 ✓	3/19/82	447	582
241830 ✓	3/19/82	447	583
242637 ✓	5/21/82	450	42
250528 ✓	1/19/84	469	450
254571 ✓	11/20/84	479	396
255465 ✓	2/01/85	482	204
256805 ✓	5/23/85	485	396
259265 ✓	11/20/85	491	527

Name of Debtor:

Ray Sears and Son, Inc.

Address:

2387 Rutland Road, Gambrills, MD 21054

Name of Secured Party:

Alban Tractor Company

Address:

P.O. Box 64251, Baltimore, MD 21264

RECORDED FE 10.00
 POSTAGE .50
 JUL 23 1986
 JUL 23 86

TERMINATION:

The original Financing Statements identified above by file numbers are terminated and the secured party no longer claims a security interest under the financing statement.

DEBTOR:

Ray Sears and Son, Inc.

SECURED PARTY:

Alban Tractor Company

By: Raymond R. Sears Pres.
 Raymond R. Sears, President

By: Mark N. Weh
 Signature of Secured Party

ASST. SECRETARY

Owner, Partner, or Officer & Title

CR
CLERK

10/20

1986 JUL 23 PM 2:30
 CLERK
 COLLISON

PLEASE RETURN RECORDED DOCUMENT TO:
Annapolis Federal Savings & Loan Association
Consumer/Commercial Lending
P.O. Box 751
Annapolis, MD 21404

STATEMENT OF TERMINATION

BOOK 561 PAGE 61

Mail to _____

For Filing Officer Use:

File Number _____

Date and Hour _____

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of Original

<u>Financing Statements</u>	<u>Date of Filing</u>	<u>Book</u>	<u>Page</u>
227457 ✓	8/21/79	413	266
229581 ✓	11/21/79	418	493
235037 ✓	10/23/80	430	468
250405 ✓	1/10/84	469	225
259298 ✓	11/21/85	491	584

Name of Debtor:

Ray Sears and Son, Inc.

Address:

2387 Rutland Road, Gambrills, MD 21054

Name of Secured Party:

Farmers National Bank

Address:

Church Circle, Annapolis, MD 21401

RECORDED FEE 10.00
POSTAGE .50

ATTORNEY'S FEE 11.14
JUL 23 86

TERMINATION:

The original Financing Statements identified above by file numbers are terminated and the secured party no longer claims a security interest under the financing statement.

DEBTOR:

Ray Sears and Son, Inc.

By: Raymond R. Sears Pres.
Raymond R. Sears, President

SECURED PARTY:

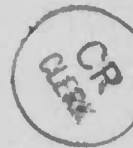
Farmers National Bank

By: William A. Walker II
Signature of Secured Party

William A. Walker II
Vice President

Officer Name and Title

1050



RECEIVED BY RECORDS
CLERK

1986 JUL 23 PM 2:30

E. AUBREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249007RECORDED IN LIBER 465 FOLIO 519 ON September 13, 1983 (DATE)

1. DEBTOR

Name Plooksawasdi, Thirdkiat-Densri dba Carlson's DonutsAddress 7846 Telegraph Road, Severn, MD 21144

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters
Troy, Ohio 45374tf 576446
Clerk of Circuit Crts.
Annapolis, MD

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: <u>TERMINATION</u> (Indicate whether amendment, termination, etc.)

JUL 23 86

RECORDED IN LIBER 465 FOLIO 519

1986 JUL 23 PM 2:30

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Dated May 15, 1986HOBART CORPORATION

(Signature of Secured Party)

Wendy J. Cronin Wendy J. Cronin
Type or Print Above Name on Above Line

262851

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is *Not* Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: FISHER ENTERPRISES
 (Name or Names—Last Name First)
8367 Baltimore - Annapolis Boulevard, Pasadena, Maryland 21122
 (Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

One new John Deere 455E Loader # 731899

RECORD FEE 11.00
 POSTAGE .50
 JUL 23 1986
 JUL 23 86

4. Proceeds of collateral are covered hereunder: YES ☒ NO ☐
 5. Products of collateral are covered hereunder: YES ☐ NO ☒

6. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax.

7. The principal amount of the debt initially incurred is: \$25,000.00

Twenty Five thousand dollars and no cents

8. Filed with: Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 17th day of July, 19 86

DEBTOR:

SECURED PARTY:

FISHER ENTERPRISES

THE BANK OF GLEN BURNIE

By: [Signature]
 (Title)

By: [Signature]
 (Title)

Executive Vice President

FOR FILING OFFICER USE

File No. _____

Date and Hour of Filing _____

Record Reference _____

Mailed to Secured Party

262852

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is *Not* Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: E. Erbe Manufacturing, Inc.
 (Name or Names—Last Name First)
504 Glenbrook Road, Glen Burnie, Maryland 21061
 (Address)
2. SECURED PARTY: The Bank of Glen Burnie
 (Name or Names)
P.O. Drawer 70, Glen Burnie, Maryland 21061
 (Address)
3. ASSIGNEE OF SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061
4. This Financing Statement covers the following types (or items) of property:

Trionics CNC Vertical Mill

RECORD FEE 11.00
 FILING FEE .50
 ATTORNEY'S FEE 7133.33
 JUL 23 1986

5. Proceeds of collateral are covered hereunder: YES ☒ NO ☐
 6. Products of collateral are covered hereunder: YES ☐ NO ☒
 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 1st day of July, 1986DEBTOR:
E. Erbe Manufacturing, Inc.SECURED PARTY:
The Bank of Glen BurnieBy: Ernest Erbe, Pres
(Title)By: Carl M. Butler
(Title)Executive Vice President

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
 Record Reference _____

Mailed to Secured Party

262853

[illegible]

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 66
Identifying File No. 262851

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A&E Foods, Inc.

Address Maryland Wholesale Produce Market, Building B, Unit #45, Jessup, MD 20743

2. SECURED PARTY

Name DiMarzo and Dellinger Truck Sales, Inc.

Address 1312 Ritchie Road, Capitol Heights, MD 20743

RECORD FEE 11.00
#17083 C345 R01 T13-37
JUL 23 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) 1986 Nissan chassis S/N JNAPB12H7GGH40329
with 18' Refer Van body S/N 200977

Name and address of Assignee
Deutsche Credit Corporation
4 Greentree Center, Suite #204
Marlton, NJ 08053

1986 JUL 23 PM 2:30
CLERK COLLISON



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Mailed to Secured Party

Angelo Toutsis
(Signature of Debtor)

Angelo Toutsis
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bernard B. DiMarzo
(Signature of Secured Party)

Bernard B. DiMarzo, President
Type or Print Above Signature on Above Line

BOOK 501 PAGE 67

262855

Debtor or Assignor Form

Contract Sales Agreement
FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
- ☐ To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Rodger Lee Myers

Address

775A Old Herald Harbor Rd
Crownsville, Md. 21032

RECORD FEE 11.00
POSTAGE .50
JUL 23 86

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 14700 Main Street
Upper Marlboro, Md. 20772

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1986 Case 1835B Uniloader
Serial # 17168062

1986 JUL 23 PM 2:30
E. AUBREY COLLISON
CLERK



2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Rodger J. Myers
Rodger L. Myers

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF
MARYLAND

BY *J. Wayne Welsh*
J. Wayne Welsh

FNB 0850

Type or print names under signatures

Mailed to Secured Party

BOOK 501 PAGE 68

262856

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)

Multiparts & Services Inc.

Address(es)

4700 Belle Grove Road
Baltimore, Md. 21225

OFFERED

11.00

.50

6. Secured Party

Maryland National Bank

Attention:

V. Johnson Dolly Whitecotton

Address

P.O. Box 874

Annapolis, Md. 21404

7310 Ritchie Hwy.
Glen Burnie 21061

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Multiparts & Services Inc.

William H. Murphy, President (Seal)

William H. Murphy, President

(Seal)

(Seal)

Secured Party

Maryland National Bank

Dolly S. Whitecotton (Seal)

Dolly S. Whitecotton, Asst. Branch Mgr.

Type name and title



Filed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JUL 23 PM 2:30

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECORD FE

11.00

POSTAGE

.50

#17086 C345 RM 113-40

JUL 23 86

5. Debtor(s) Name(s)

Address(es)

John-Mark Fowlkes
1115 Mitchell Street
Annapolis, Maryland 21403

6. Secured Party

Address

Maryland National Bank
Attention: Janice B. Marcellas

1713 West Street
Annapolis, Maryland 21401

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

N/A ☒ *N/A* **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

N/A ☒ *N/A* **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

N/A ☒ *N/A* **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

N/A ☒ *N/A* **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

N/A ☒ *N/A* **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

N/A ☒ *N/A* **All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A ☒ *N/A* **Specific Equipment.** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A ☒ *N/A* **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

N/A ☒ *N/A* All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

John-Mark Fowlkes

(Seal)
John-Mark Fowlkes

Secured Party
Maryland National Bank

(Seal)

(Seal)

Janice B. Marcellas

(Seal)

Janice B. Marcellas, Branch Manager
Type name and title & Assistant Vice President



RECORDED
ANNE ARUNDEL COUNTY

1986 JUL 23 PM 2:30

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 501 PAGE 70

This Schedule A is attached to and made a part of a Security Agreement dated July 11, 1986 between Maryland National Bank and John-Mark Fowlkes.

1. 4 h.p. Mercury gas outboard engine # 5762348

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated 7/14/86 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name DONALD J. HOOK

Address 903 ROSEDALE AVE GLEN BURNIE MARYLAND 21061

2. SECURED PARTY

Name IHSS INC

Address BOX 1000
BARRINGTON IL 60010

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/14/90

RECORD FEE 11.00
POSTAGE .50
#17087 C345 R01 113:41
JUL 23 86

4. This financing statement covers the following types (or items) of property: (list)

Any and all accounts receivable and any rights of Debtor
to payment for goods sold or services rendered, whether
now owned or hereafter acquired by Debtor and any and all
proceeds therefrom.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

x Donald J. Hook
(Signature of Debtor)

Donald J. Hook
Type or Print Above Name on Above Line

x Donald J. Hook
(Signature of Debtor)

Donald J. Hook
Type or Print Above Signature on Above Line

Mailed to Secured Party

William R. Snell for IHSS INC
(Signature of Secured Party)

WILLIAM R. SNELL
Type or Print Above Signature on Above Line

1986 JUL 23 PM 2:30
E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 72

262059

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Anne Arundel County		No. of Additional Sheets Presented:	Maturity Date 3. (Optional):
1. Debtor(s) (Last Name First) and Address(es): STARS TO GO, INC. Suite 204 6702 North Cedar Fresno, CA 93710	2. Secured Party(ies): Name(s) and Address(es): Metro North State Bank 8320 N. Oak Trafficway Kansas City, MO 64155	4. For Filing Officer: Time, Date, No. Filing Office	
5. This Financing Statement Covers the Following Types (or Items) of Property: See attached Exhibit A and Exhibit B		RECORD FEE 25.00 POSTAGE .50 #17088 C45 R01 T13:44 JUL 23 86	
<input checked="" type="checkbox"/> Proceeds		<input checked="" type="checkbox"/> Products of the Collateral are Also Covered:	
7. Description of Real Estate:		8. Name(s) of Record Owner(s):	9. Assignee(s) of Secured Party and Address(es):
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the following described original collateral which was perfected STARS TO GO, INC. XXXXX DISTRICT XXXX XXXX By <u><i>Fred J. Atchity</i></u> Secretary of Debtor(s) (1) FILING OFFICER COPY ALPHABETICAL FORM UCC-1-MISSOURI UNIFORM COMMERCIAL CODE		By <u><i>Russell D. Swann</i></u> Secretary of Secured Party(ies) METRO NORTH STATE BANK Approved By: <u><i>James Christopher</i></u> Secretary of State	



1986 JUL 23 PM 2:30
E. AUDREY COLLISON
CLERK

EXHIBIT A

To secure loans made under the Term Line of Credit Loan Agreement dated March 14, 1986 and all of Debtor's other obligations to the Secured Party, Debtor hereby mortgages, assigns and grants to Secured Party a continuing security interest (as each Eligible Unit is installed) in all personal property and fixtures, tangible or intangible in each and every Eligible Unit financed hereunder, including but not limited to the following, whether acquired by purchase, lease or otherwise, now owned or hereafter acquired (herein sometimes collectively called the "Collateral") but excluding any property or interest on which Greyhound Leasing & Financial Corporation has a prior lien:

- (a) all of Debtor's Inventory in Eligible Circle K Units and Eligible Southland Units including all existing Inventory and all Inventory hereafter coming into existence as installed in a Unit pursuant to the Circle K and Southland Contracts, for which a listing of typical Inventory is set forth in below:
 - (i) Approximately 200 video tapes with protective cases
 - (ii) Approximately 4 video player machines with carrying cases and operations/promotion packages
- (b) all of Debtor's Accounts Receivable arising from the Circle K Contract and Southland Contract of any nature whatsoever.
- (c) all of Debtor's Contract Rights in the Circle K Contract and Southland Contract and general intangibles, including but not limited to, computer software programs (including both source code, machine code and operating systems), tax refunds, copyrights, license rights (including all computer software license rights), patent rights, trademarks and good will now existing or hereafter coming into existence and contained or existing in each Eligible Unit;
- (d) all interest of Debtor now existing or hereafter arising in goods as to which an Account for goods sold or delivered has arisen from the Circle K and Southland Contracts (herein sometimes called "Goods");
- (e) all notes, drafts, acceptances, instruments, documents of title, policies and certificates of insurance, chattel paper, guaranties and securities now or hereafter received by Debtor or in which Debtor has or acquires an interest in connection with its Inventory, Accounts, Contract Rights and other collateral arising from any Eligible Unit;
- (f) all of Debtor's equipment contained in each Eligible Unit (including computers and all related peripherals, cabling and accessories related to the computers) property, goods, furniture, office supplies, furnishings, machinery, tools, dies, hand tools, vehicles motorized or otherwise, titled or otherwise, used, bought, leased or otherwise, acquired for the business of Debtor in such Unit, currently existing or hereafter coming into existence and used in

connection with performance under the Circle K and Southland Contracts by Debtor in such Unit, including, but not limited to, that listed in below:

- (i) One Hewlett Packard 75D Micro computer or equivalent plus accessories including modems
- (ii) Display fixtures for tapes, cases and promotion (for Circle K Units)
- (iii) TV monitor and player (for Circle K Units)
- (g) all of Debtor's fixtures, goods, equipment and property which is so related or affixed to real property that it may not be easily or readily removed and in which an interest arises under real estate law, now existing or hereafter coming into existence in each Eligible Unit;
- (h) all interest of Debtor in money, cash, non-cash and other proceeds of the foregoing, including, but not limited to, deposit accounts, claims and demands, and insurance proceeds (or rights thereto), now existing or hereafter coming into existence as a result of the operation of each Eligible Unit;
- (i) all interest of Debtor in parts, accessories, attachments, additions, materials, components, replacements and accessions to any of the foregoing, now existing or hereafter coming into existence in each Eligible Unit;
- (j) all of Debtor's books and records and other instruments and documents of title (now in existence or hereafter coming into existence) pertaining to any of the other Collateral.

For purposes of this Exhibit, "Southland Contract", "Circle K Contract", "Units", "Eligible Units" and other defined terms shall have the meaning set forth in the Term Line of Credit Loan Agreement dated March 14, 1986. Also, Eligible Units shall include, but not be limited to, all Units located at any of the stores listed in the attached Schedule B, which may be hereafter amended.

BOOK 501 PAGE 75

EXHIBIT B
STG Inventory Management System

COUNT	STORE NO.	STORE NAME	STREET ADDRESS	CITY AND STATE
2	0734	7-Eleven 2563 25450	211 W. 28th Street	Baltimore, MD
3	0926	7-Eleven 2563 20925	401 E. 33rd Street	Baltimore, MD
4	0928	7-Eleven 2563 21915	2612 Gwynn Falls Pkwy.	Baltimore, MD
5	0929	7-Eleven 2563 22461	1500 N. Monroe Street	Baltimore, MD
6	0930	7-Eleven 2563 23288	637 S. Broadway	Baltimore, MD
7	0931	7-Eleven 2563 23689	2701 W. Franklin Street	Baltimore, MD
8	0932	7-Eleven 2563 23860	100 S. Broadway	Baltimore, MD
9	0933	7-Eleven 2563 23981	2901 Garrison Blvd.	Baltimore, MD
10	0934	7-Eleven 2563 24164	2500 Liberty Heights	Baltimore, MD
11	0935	7-Eleven 2563 24552	602 W. 33rd Street	Baltimore, MD
12	0936	7-Eleven 2563 25155	3201 W. North Avenue	Baltimore, MD
26	1053	7-Eleven 2564 25816	6001 Harford Road	Baltimore, MD
27	1058	7-Eleven 2564 11719	3611 Dolfield Avenue	Baltimore, MD
28	1066	7-Eleven 2566 18411	116 E. Pulaski Hwy.	Elkton, MD
29	1067	7-Eleven 2566 19677	1752 Jarrettsville Road	Jarrettsville, MD
30	1068	7-Eleven 2566 19925	14215 Jarrettsville	Phoenix, MD
31	1069	7-Eleven 2566 20234	7948 Bel Air Road	Baltimore, MD
32	1070	7-Eleven 2566 23665	9617 Bel Air Road	Baltimore, MD
33	1074	7-Eleven 2566 24086	9601 Philadelphia Road	Baltimore, MD
52	1150	7-Eleven 2541 11666	900 Merrimac Drive	Takoma Park, MD
53	1151	7-Eleven 2541 11665	7901 Eastern Avenue	Silver Spring, MD
54	1153	7-Eleven 2541 22921	8101 Fenton Street	Silver Spring, MD
55	1154	7-Eleven 2541 23666	9254 New Hampshire Blvd.	Langley, MD
56	1156	7-Eleven 2541 11657	6001 Arbor Street	Landover, MD
57	1157	7-Eleven 2541 11659	7730 Finns Lane	Lanham, MD
58	1158	7-Eleven 2541 11660	2230 University Blvd.	Adelphi, MD
59	1159	7-Eleven 2541 23870	8207 Landover Road	Landover, MD
60	1160	7-Eleven 2541 24128	5920 Princess Garden Pkwy.	Lanham, MD
61	1162	7-Eleven 2541 11644	4217 Edmonston Road	Bladensburg, MD
62	1163	7-Eleven 2541 11647	5415 Kinilworthy Avenue	Riverdale, MD
63	1164	7-Eleven 2541 11654	6435 Landover Road	Landover, MD
64	1165	7-Eleven 2541 11667	8900 Edmonstond Road	College Park, MD
65	1166	7-Eleven 2541 11646	6901 Riverdale Road	Riverdale, MD
66	1167	7-Eleven 2541 11650	6580 Ager Road	Hyattsville, MD
67	1168	7-Eleven 2541 11656	7001 Annapolis road	Landover, MD
68	1170	7-Eleven 2541 23692	8461 Annapolis Road	New Carrollton, MD
69	1171	7-Eleven 2541 11642	4921 Edgewood Road	College Park, MD
70	1172	7-Eleven 2541 11655	Geroge Palmer Hwy	Glenarden, MD
71	1173	7-Eleven 2541 11658	3310 Chillum Road	Mt Rainier, MD
72	1175	7-Eleven 2541 25266	3737 Hamilton Street	Hyattsville, MD

COUNT	STORE NO.	STORE NAME	STREET ADDRESS	CITY AND STATE
65	0988	7-Eleven #2565	1117 Rolling Road	Westview, MD
66	0989	7-Eleven #2565	1900 Virginia Avenue	Hagerstown, MD
67	0990	7-Eleven #2565	Jefferson & Catockten	Frederick, MD
68	0991	7-Eleven #2565	1957 Potomac Avenue	Hagerstown, MD
69	0992	7-Eleven #2565	9049 Frederick Road	Ellicott City, MD
70	0993	7-Eleven #2565	1814 Rosemont Avenue	Frederick, MD
71	0994	7-Eleven #2565	Rt. 85 Near Grove Road	Frederick, MD
72	0995	7-Eleven #2565	9398 Baltimore Natl. Pike	Ellicott City, MD
73	0996	7-Eleven #2565	1611 Edmonston Avenue	Catonsville, MD
74	0997	7-Eleven #2565	3817 Marriottsville RD	Randallstown, MD
75	0998	7-Eleven #2565	1673 Dual Highway	Hagerstown, MD
76	0999	7-Eleven #2565	1501 W. Patrick ST.	Frederick, MD
77	1051	7-Eleven #2564	8605 Old Harford Rd.	Baltimore, MD
78	1052	7-Eleven #2564	3007 Northern Pkwy	Baltimore, MD
79	1054	7-Eleven #2564	5920 Pulaski Hwy	Baltimore, MD
80	1055	7-Eleven #2564	7330 Harford Road	Baltimore, MD
81	1056	7-Eleven #2564	8507 Loch Raven Blvd.	Baltimore, MD
82	1057	7-Eleven #2564	5512-14 Park Heights	Baltimore, MD
83	1059	7-Eleven #2564	313 E. Jopps Road	Towson, MD
84	1060	7-Eleven #2564	1914 Edison Hwy.	Baltimore, MD
85	1061	7-Eleven #2564	4401 Belair Road	Baltimore, MD
86	1062	7-Eleven #2564	2335 Orleans Street	Baltimore, MD
87	1063	7-Eleven #2566	310 S. Marilyn Avenue	Essex, MD
88	1064	7-Eleven #2566	423 Edgewood Road	Edgewood, MD
89	1065	7-Eleven #2566	7440 Holabird Avenue	Dundalk, MD
90	1071	7-Eleven #2566	300 Trappe Road	Baltimore, MD
91	1072	7-Eleven #2566	3000 Abingdon Road	Abingdon, MD
92	1073	7-Eleven #2566	7501 Dumanway	Baltimore, MD
	577	7-Eleven #2543	6860 Race Track Road	Bowie, MD
	607	7-Eleven #2544	12405 Georgia Avenue	Silver Spring, MD
	608	7-Eleven #2544	18120 Georgia Avenue	Olney, MD
	609	7-Eleven #2544	17701 Muncaster Road	Derwood, MD
	613	7-Eleven #2544	111 Laytonsville Road	Washington Grove, MD
	614	7-Eleven #2544	417 S. Frederick Rd.	Gaithersburg, MD
	615	7-Eleven #2544	824 Baltimore Road	Rockville, MD
	617	7-Eleven #2543	1443 Cape St. Clair Rd.	Annapolis, MD
	619	7-Eleven #2544	Rockville Pike	Rockville, MD
	620	7-Eleven #2544	12733 Twinbrook Parkway	Rockville, MD
	621	7-Eleven #2544	Rollins Avenue	Rockville, MD
	622	7-Eleven #2543	3616 Annapolis Road	Severn, MD
	623	7-Eleven #2543	497 Jumpers Hole Road	Severna Park, MD

EXHIBIT B

COUNT	STORE NO.	STORE NAME	STREET ADDRESS	CITY AND STATE
625	7-Eleven	#2544	5402 Randolph Road	Rockville, MD
626	7-Eleven	#2544	5081 Nicholson Lane	Rockville, MD
627	7-Eleven	#2544	10954 Metropolitan Ave.	Kensington, MD
631	7-Eleven	#2544	3507 University Blvd.W.	Kensington, MD
606	7-Eleven	#2543	477 Old Mill Shop. Ctr.	Millersville, MD
623	7-Eleven	#2543	497 Jumpers Hole Road	Severna Park, MD
624	7-Eleven	#2543	705 Greenway	Glen Burnie, MD
628	7-Eleven	#2543	7301 Furnace Branch Rd.	Glen Burnie, MD
629	7-Eleven	#2543	2900 Mountain Raod	Pasadena, MD
630	7-Eleven	#2543	4730 Mountain Road	Pasadena, MD

Mailed to Secured Party

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Seminole Form UCC-1

DEBTOR (Last Name First if a Person) NAME LAUER, EDWARD B.		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
ONLY ONE NAME PER BOX	1A MAILING ADDRESS 855 Twin Harbor Drive CITY Arnold STATE MD 21012	262860 BOOK 501 PAGE 78 RECORD FEE 11.00 POSTAGE .50 JUL 23 1986 JUL 23 86 1986 JUL 23 PM 2:30 CLERK COLLISON	
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME		
	1B MAILING ADDRESS		
	CITY STATE		
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME		
	1C MAILING ADDRESS		
	CITY STATE		
	SECURED PARTY (Last Name First if a Person) NAME		
	2A SEE ATTACHED SHEET MAILING ADDRESS		
	CITY STATE		
MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) NAME			
2B SEE ATTACHED SHEET MAILING ADDRESS	AUDIT	UPDATE	
CITY STATE	VALIDATION INFORMATION		
ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) NAME			
3 SEE ATTACHED SHEET MAILING ADDRESS			
CITY STATE			
4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11" Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.		NAME AND ADDRESS OF PREPARER	
5. Proceeds of collateral are covered as provided in Sections 679 203 and 679 306, F.S.			
6. Filed with:			
7. No. of additional Sheets presented. ONE			
8. (Check <input type="checkbox"/>) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.			
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.			
10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered			
11. SIGNATURE(S) OF DEBTOR(S) Edward B. Lauer EDWARD B. LAUER			
12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE SEE ATTACHED SHEET			
13. Return copy to: NAME Alfred G. Smith, Esq. ADDRESS Shutts & Bowen 100 Chopin Plaza CITY Miami STATE FL ZIP CODE 33131			

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

The Partnership has assigned its security interest in the Interest to the following secured parties:

St. Charles CATV, Inc. and
Chasco Cablevision, Ltd.
222 Smallwood Village Center
Waldorf, Maryland 20601

St. Charles CATV, Inc., and Chasco Cablevision, Ltd., have in turn assigned their security interest in the Interest to the following secured party:

Interstate St. Charles, Inc.
222 Smallwood Village Center
Waldorf, Maryland 20601

Interstate St. Charles, Inc., has in turn assigned its security interest in the Interest to the following secured party:

Chemical Bank
The Real Estate Division
633 Third Avenue
New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Mailed to Secured Party

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Seminole Form UCC-1

DEBTOR (Last Name First if a Person)		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
1A	NAME DAVIS, JOHN K., JR. MAILING ADDRESS 944 Burnett Avenue CITY Arnold STATE MD 21012	BOOK 501 PAGE 80 RECORD FEE 11.00 FILING 50 21070 0345 PM 11:46 JUL 23 86 262861 CR CLERK 1986 JUL 23 PM 2:30 AUDREY COLLISON CLERK	
1B	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME MAILING ADDRESS CITY STATE		
1C	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME MAILING ADDRESS CITY STATE		
2A	SECURED PARTY (Last Name First if a Person) NAME SEE ATTACHED SHEET MAILING ADDRESS CITY STATE		
2B	MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) NAME SEE ATTACHED SHEET MAILING ADDRESS CITY STATE	AUDIT	UPDATE
3	ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) NAME SEE ATTACHED SHEET MAILING ADDRESS CITY STATE	VALIDATION INFORMATION	
4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11" Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.		NAME AND ADDRESS OF PREPARER	
5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.		7. No. of additional Sheets presented: ONE	
6. Filed with: 8. (Check <input type="checkbox"/>) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.		10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered	
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.		11. SIGNATURE(S) OF DEBTOR(S) JOHN K. DAVIS, JR.	
13. Return copy to: NAME Alfred G. Smith, Esq. ADDRESS Shutts & Bowen 100 Chopin Plaza CITY Miami STATE FL ZIP CODE 33131		12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE SEE ATTACHED SHEET	

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

The Partnership has assigned its security interest in the Interest to the following secured parties:

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Waldorf, Maryland 20601

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The Real Estate Division
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New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Mailed to Secured Party

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Seminole Form UCC-1

DEBTOR (Last Name First if a Person)		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
1A	NAME MOORE, DENNIS	BOOK 501 PAGE 82 262862 RECORD FEE 11.00 POSTAGE 1.50 JUL 23 1986	
	MAILING ADDRESS Post Office Box 190		
	CITY Mayo STATE MD 21106		
1B	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)	262862	
	NAME		
	MAILING ADDRESS		
	CITY STATE	RECORD FEE 11.00 POSTAGE 1.50 JUL 23 1986	
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)		
	NAME		
1C	MAILING ADDRESS	262862	
	CITY STATE		
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)		
	NAME	RECORD FEE 11.00 POSTAGE 1.50 JUL 23 1986	
	MAILING ADDRESS		
	CITY STATE		
2A	SECURED PARTY (Last Name First if a Person)	262862	
	NAME		
	MAILING ADDRESS		
	CITY STATE	RECORD FEE 11.00 POSTAGE 1.50 JUL 23 1986	
	MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)		
	NAME		
2B	SEE ATTACHED SHEET	262862	
	MAILING ADDRESS		
	CITY STATE		
	ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	RECORD FEE 11.00 POSTAGE 1.50 JUL 23 1986	
	NAME		
	MAILING ADDRESS		
3	SEE ATTACHED SHEET	262862	
	MAILING ADDRESS		
	CITY STATE		
4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"		262862	
Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.			
5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.		7. No. of additional Sheets presented.	
6. Filed with:		ONE	
8. (Check <input type="checkbox"/>) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.		NAME AND ADDRESS OF PREPARER	
<input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required			
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so)			
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.		10. (Check <input type="checkbox"/> if so)	
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.			
<input type="checkbox"/> as to which the filing has lapsed			
<input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the		11. SIGNATURE(S) OF DEBTOR(S)	
<input type="checkbox"/> debtor or <input type="checkbox"/> secured party.			
13. Return copy to:			
NAME Alfred G. Smith, Esq.		DENNIS MOORE	
ADDRESS Shutts & Bowen			
100 Chopin Plaza			
CITY Miami		12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE	
STATE FL ZIP CODE 33131			

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

The Partnership has assigned its security interest in the Interest to the following secured parties:

St. Charles CATV, Inc. and
Chasco Cablevision, Ltd.
222 Smallwood Village Center
Waldorf, Maryland 20601

St. Charles CATV, Inc., and Chasco Cablevision, Ltd., have in turn assigned their security interest in the Interest to the following secured party:

Interstate St. Charles, Inc.
222 Smallwood Village Center
Waldorf, Maryland 20601

Interstate St. Charles, Inc., has in turn assigned its security interest in the Interest to the following secured party:

Chemical Bank
The Real Estate Division
633 Third Avenue
New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Assigned to Secured Party.

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Seminole Form UCC-1

ONLY ONE NAME PER BOX	DEBTOR (Last Name First if a Person) NAME 1A AIRTH, HENRY B., JR. MAILING ADDRESS 8251 Silver Run Court CITY Pasadena STATE MD 21122		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME		262863 BOOK 501 PAGE 84 RECORDED FEE 11.00 #17092 0345 R01 TL3-49 JUL 23 86	
	1B MAILING ADDRESS			
	CITY STATE			
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME		CR CLERK JUL 23 1986 JUL 23 2:30 AUSTIN COLLISON CLERK	
	1C MAILING ADDRESS			
	CITY STATE			
	SECURED PARTY (Last Name First if a Person) NAME 2A SEE ATTACHED SHEET MAILING ADDRESS		AUDIT	
	CITY STATE		UPDATE	
	MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) NAME		VALIDATION INFORMATION	
2B SEE ATTACHED SHEET MAILING ADDRESS				
CITY STATE				
ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) NAME 3 SEE ATTACHED SHEET MAILING ADDRESS				
CITY STATE				
4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11" Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.				
5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.		7. No. of additional Sheets presented ONE		
6. Filed with: 8. (Check <input type="checkbox"/>) <input checked="" type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. XX Florida Documentary Stamp Tax is not required.		10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered		
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.		11. SIGNATURE(S) OF DEBTOR(S) Henry B. Airth, Jr. HENRY B. AIRTH, JR.		
13. Return copy to: NAME Alfred G. Smith, Esq. ADDRESS Shutts & Bowen 100 Chopin Plaza CITY Miami STATE FL ZIP CODE 33131		12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE SEE ATTACHED SHEET		

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

The Partnership has assigned its security interest in the Interest to the following secured parties:

St. Charles CATV, Inc. and
Chasco Cablevision, Ltd.
222 Smallwood Village Center
Waldorf, Maryland 20601

St. Charles CATV, Inc., and Chasco Cablevision, Ltd., have in turn assigned their security interest in the Interest to the following secured party:

Interstate St. Charles, Inc.
222 Smallwood Village Center
Waldorf, Maryland 20601

Interstate St. Charles, Inc., has in turn assigned its security interest in the Interest to the following secured party:

Chemical Bank
The Real Estate Division
633 Third Avenue
New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Mailed to Secured Party

Seminole Form UCC-1

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>DEBTOR (Last Name First if a Person) NAME 1A ALLEN, JAMES E.</p> <p>MAILING ADDRESS 12 Ives Drive CITY Severna Park STATE MD 21146</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME</p> <p>1B</p> <p>MAILING ADDRESS</p> <p>CITY STATE</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME</p> <p>1C</p> <p>MAILING ADDRESS</p> <p>CITY STATE</p> <p>SECURED PARTY (Last Name First if a Person) NAME 2A SEE ATTACHED SHEET</p> <p>MAILING ADDRESS</p> <p>CITY STATE</p> <p>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) NAME 2B SEE ATTACHED SHEET</p> <p>MAILING ADDRESS</p> <p>CITY STATE</p> <p>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) NAME 3 SEE ATTACHED SHEET</p> <p>MAILING ADDRESS</p> <p>CITY STATE</p>	<p>THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office</p> <p style="text-align: right;">BOOK 501 PAGE 86</p> <p style="text-align: center; font-size: 1.5em;">262864</p> <p style="text-align: right;">RECORD FEE 11.00 POSTAGE 1.50 #17093 CMAS 001 713:49 JUL 23 86</p> <p style="text-align: right;">1986 JUL 23 PM 2:30 CLERK</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">AUDIT</td><td style="width: 50%;">UPDATE</td></tr></table> <p>VALIDATION INFORMATION</p>	AUDIT	UPDATE
AUDIT	UPDATE		

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.

<p>5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.</p> <p>6. Filed with:</p> <p>8. (Check <input type="checkbox"/>) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required</p> <p>9. This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party</p>	<p>7. No. of additional Sheets presented: ONE</p> <p>10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered</p> <p>11. SIGNATURE(S) OF DEBTOR(S) JAMES E. ALLEN</p> <p>12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE SEE ATTACHED SHEET</p>
--	--

13. Return copy to:

NAME	Alfred G. Smith, Esq.
ADDRESS	Shutts & Bowen
	100 Chopin Plaza
CITY	Miami
STATE	FL
ZIP CODE	33131

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

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Chasco Cablevision, Ltd.
222 Smallwood Village Center
Waldorf, Maryland 20601

St. Charles CATV, Inc., and Chasco Cablevision, Ltd., have in turn assigned their security interest in the Interest to the following secured party:

Interstate St. Charles, Inc.
222 Smallwood Village Center
Waldorf, Maryland 20601

Interstate St. Charles, Inc., has in turn assigned its security interest in the Interest to the following secured party:

Chemical Bank
The Real Estate Division
633 Third Avenue
New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Mailed to Secured Party

Clerk of the Circuit Court
Anne Arundel County

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK

501 PAGE 88

Identifying File No.

262865

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.

Address 2729 Solomons Island Road, Edgewater, Md. 21037

2. SECURED PARTY

Name L. B. Smith, Inc.

Address P.O.Box 8658, Baltimore, Md. 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Terex Model TS-14B Scraper, s/n 73052

SECURED NOT SUBJECT TO RECORDATION TAX.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Reds Dove, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CR
CLERK

Mailed to Secured Party

(Signature of Secured Party)

L.B. Smith, Inc., Bruce Dean/Business Mgr.

Type or Print Above Signature on Above Line

BOOK 501 PAGE 89

262866

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es) Defense Electronics Div. Gould, Inc. 10 Gould Center Rolling Meadows, IL. 60008	2 Secured Party (ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, Illinois 60018	For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: "Property leased or to be leased under that certain Master Equipment Lease Agreement No. 130249, dated Oct. 31, 1984, between Debtor, as Lessee and Secured Party, as Lessor and all Rental Schedules thereunder, including but not limited to various data processing, office equipment or production equipment. This transaction is a lease and is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record."		RECORD FEE 11.00 POSTAGE .50 117101 CTT R01 T13:59 JUL 23 86
6 Complete only when filing with Judge of Probate: The initial indebtedness secured by the financing statement is \$		5 ASSIGNEE OF SECURED PARTY
NOT SUBJECT TO RECORDATION TAX		
Check <input checked="" type="checkbox"/> If covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented:		
Filed with County Recorder - Anne Arundel		
Gould, Inc.		
By: <u>[Signature]</u> Signature(s) of Debtor(s)		By: <u>[Signature]</u> Signature of Secured Party
(STANDARD) (1) FILING OFFICER COPY - ALPHABETICAL		

CR
CLERK

1986 JUL 23 PM 2:31

JOHN F. COLLISON
CLERK

Anne Arundel County STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262867

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here. ☐

"NOT SUBJECT TO RECORDATION TAX"

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 501 PAGE 90

1. DEBTOR

Name Thos. Somerville Company
Address 4900 6th Street, Washington, D.C. 20011

RECORD FEE 11.00
JUL 23 86

2. SECURED PARTY

Name Sovran Leasing Corporation
Address 1510 Willow Lawn Drive
PO Box 8765, Richmond, Virginia 23226
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) NSA #86062
Eight (8) * New GMC Trucks more particularly described on the Schedule of Equipment attached hereto. PLUS ALL ATTACHMENTS THERETO.

* Five (5)

CR
CLERK

"AT THE TERM OF THE LEASE, THE EQUIPMENT BECOMES THE PROPERTY OF THE DEBTOR AFTER FULL PAYMENT OF ALL RENT"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

THOS. SOMERVILLE COMPANY

(Signature of Debtor)
Patrick J. McGowan
Director of Finance
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN LEASING CORPORATION

(Signature of Secured Party)
J. Harold McKissick, President
Type or Print Above Signature on Above Line

BOOK 501 PAGE 91

SCHEDULE OF EQUIPMENT
THOS. SOMERVILLE COMPANY

Note & Security Agreement #86062

Page 1 of 1
SERIAL NUMBERS

QUANTITY

EQUIPMENT DESCRIPTION

1

New GMC Model C7D042 Single Axle Truck with
22' Federline Van Body and 2000 lb. lift gate

1GDL7D1G0GV536015
68625 - Body

EQUIPMENT LOCATION:

425 Nelson Street
Chambersburg, Pennsylvania 17201
Franklin County

1

New GMC Model C7D042 Single Axle Truck with
22' Federline Van Body and 2000 lb. lift gate

1GDL7D1G3GV536025
68627 - Body

~~2x~~

gtr

~~New GMC Model C7D042 Single Axle Trucks with 22'
Federline Stake Bodies and 2000 lb. lift gates~~

1

New GMC Model TC31403 12' Stake Body Truck with
Header & Lift Gate

1GDHC34M1GS527256
78602 - Body

EQUIPMENT LOCATION:

2349 Solomons Island Road
Annapolis, Maryland 21402
Anne Arundel County

1

New GMC Model C7D042 Single Axle Truck with
22' Federline Van Body and 2000 lb. lift gate

1GDL7D1GXGV536037
68626 - Body

EQUIPMENT LOCATION:

441 Southlake Drive
Richmond, Virginia 23236
City of Richmond

/A/

gtr

~~New GMC Model C7D042 Single Axle Truck with 22'
Federline Stake Body and 2000 lb. lift gates~~

1

New GMC Model TC31403 12' Stake Body Truck with
Header & Lift Gate

1GDHC34M2GS527265
78603 - Body

EQUIPMENT LOCATION:

9825 Lee Highway
Fairfax, Virginia 22030
City of Fairfax

THOS. SOMERVILLE COMPANY

BY:

Patrick J. McGowan
Patrick J. McGowan
Director of Finance

Date: *July 15, 1986*

Mailed to Secured Party

F62868

UNIFORM COMMERCIAL CODE

STATE OF INDIANA
FINANCING STATEMENT

FORM UCC-1

INSTRUCTIONS

1. Please type this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other three copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00 (plus \$.50 if collateral is or to become a fixture).
3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
4. If the space provided for any item(s) is inadequate, the item(s) may be continued on additional sheets, preferably 5"x 8" or sizes convenient to secured party in case of long schedules, indentures, etc. Only one sheet is required. Extra names of debtors may be continued below box "1" in space for description of property.
5. If the collateral is crops or goods which are or are to become fixtures, describe the goods and also the real estate with the name of the record owner if he is other than the debtor.
6. Persons filing a security agreement (as distinguished from a financing statement) are urged to complete this form with or without signature and send with security agreement.
7. If collateral is goods which are or are to become fixtures, use Form UCC-1a over this Form to avoid double typing, and enclose regular fee plus \$.50.
8. The filing officer will return the third page of this Form as an acknowledgment. Secured party at a later time may use third page as a Termination Statement by dating and signing the termination legend on that page.

This Financing Statement is presented to Filing Officer for filing pursuant to the UCC:

3 Maturity Date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Smitty's Auto and Truck Parts
8229 B & A Boulevard
Pasadena, MD 21122

2 Secured Party(ies) and Address(es)

Graves Body Crusher
6864 SR 1
Spencerville, IN 46788

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#17104 CTT7 R01 114702
JUL 23 86

4 This financing statement covers the following types (or items) of property (also describe realty where collateral is crops or fixtures):

78291 Graves Body Crusher and/or two hundred junk cars

Assignee of Secured Party

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so):

- ☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ already subject to a security interest in another jurisdiction when it was brought into this state, or
☐ which is proceeds of the following described original collateral which was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:Filed with: ☐ Secretary of State☐ Recorder of _____ CountyBy: John Clay Willa MacClock
Signature(s) of Debtor(s)By: Rose Graves
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

FORM UCC-1—INDIANA UNIFORM COMMERCIAL CODE

Approved by: Charles C. Hendricks
Secretary of State

Mailed to Secured Party

262869

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es):	4. For Filing Officer: Date, Time, No. Filing Office	
S & B Discount Auto Supply, Inc. 6886 Old Annapolis Road Baltimore, Maryland 21090	United Consolidated Industries, Inc. 415 West Main Street Rochester, NY 14614		
5. This Financing Statement covers the following types (or items) of property: All of the Debtor's personal property now or hereafter existing or acquired, of any type or description wherever located, including, but not limited to, all inventory of the debtor, now owned or hereafter acquired and wherever located; all debtor's equipment now owned or hereafter acquired and wherever located, <input type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records: Recordation Tax does not apply		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate Below)	
9. Name of a Record Owner			
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <u>Ann Arundel city</u> <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <u>MD. Supp</u> already subject to a security interest in another jurisdiction: <u>Baltimore, MD.</u> <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.			
By <u>S & B Discount Auto Supply, Inc.</u> <u>Stuart S. Shubert</u> Signature(s) of Debtor(s)		By <u>United Consolidated Industries Inc.</u> <u>[Signature]</u> Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy-Numerical
(5/82)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

RECORD FEE 11.00
POSTAGE 50
JUL 23 1986 11:54
JUL 23 86

Filed to Secured Party

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY

1986 JUL 23 PM 4:07

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 94

continued

employed in the operation of debtor's business; all of the debtor's contract rights, accounts, general intangibles, instruments, investment, securities, chattel paper, notes, drafts, acceptances, together with all property of every description, now or hereafter in the possession or custody of or in transit or as to which the debtor may have any right or power; and all substitutions therefor, all additions thereto, and all proceeds thereof and products of each of the foregoing in any form whatsoever.

Mailed to Secured Party.

NOT SUBJECT TO RECORDATION TAX STATE OF MARYLAND
CONDITIONAL SALES CONTRACT

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262870

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7-14-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. E. Smith, Inc.

Address 4108 Old Muddy Creek Road, Edgewater, Md. 21037

2. SECURED PARTY

Name DiMarzo and Dellinger Truck Sales, Inc.

Address 1312 Ritchie Road,

Capitol Heights, Md. 20743

Person And Address To Whom Statement Is To Be Returned If Different From Above.

ITT Commercial Finance Corp., P. O. Box 12809, Pittsburgh, Pa. 15241

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

14' R/S Steel Dump Body, Serial No. 86030486 mounted on 1986 Marmon chassis, serial number 1JUCEB186G1000372

Name and address of Assignee
ITT Commercial Finance Corp.
P. O. Box 12809
Pittsburgh, Pa. 15241

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

J E Smith

(Signature of Debtor)

James E. Smith

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Bernard B. DiMarzo

(Signature of Secured Party)

Bernard B. DiMarzo

Type or Print Above Signature on Above Line



RECEIVED FOR RECORD
CLERK

1986 JUL 23 PM 4:07

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 96 262871

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es) CIS Corporation 1000 James Street P.O. Box 6789 Syracuse, NY 13217	2. Secured Party(ies) Name(s) and Address(es) Chase Lincoln First Bank, One Lincoln Center P.O. Box 4911 Syracuse, NY 13221	4. For Filing Officer: Date, Time, No. Filing Office N.A.	
5. This Financing Statement covers the following types (or items) of property: All corresponding Equipment, Insurance, the corresponding Lease, and the proceeds of all thereof, as such terms are defined and described in Schedule A to Promissory Note annexed hereto RE: Trans. # 4258-02 ARA Services		6. Assignee(s) of Secured Party and Address(es) NOT SUBJECT TO RECORDATION TAX THE COLLATERAL IS IN DEBTOR'S BUSINESS INVENTORY	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. * (Describe Real Estate Below)	
9. Name of a Record Owner			
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.			
CIS Corporation		Chase Lincoln First Bank, N.A.	
By <u>Lynn M. Crooks, Sr.</u> Finance Rep		By <u>Cheryl Furtel</u>	
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Numerical			
(5/82)		STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York	

Mailed to Secured Party

RECEIVED FOR RECORD
SACRAMENTO COUNTY
1986 JUL 23 PM 4:07
E. AUBREY COLLISON
CLERK

Schedule A

pg 1072

BOOK 501 PAGE 97

Description of EquipmentThe following computer equipment manufactured by Innewell Informations Systems

<u>Quantity</u>	<u>Machine Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Original Location Code</u>
-----------------	---------------------	-----------------------	--------------------	----------------------	-------------------------------

See Attachments

TOGETHER WITH any and all substitutions, replacements, and accessions thereto and thereon parts, fittings, accessories or upgrades, whether now owned or hereafter acquired and the proceeds thereof and any product or mass into which the foregoing shall have been manufactured, processed or assembled, and the proceeds of any and all of the foregoing (collectively the "Corresponding Equipment"), and a insurance covering the Corresponding Equipment against risk of fire, theft or any other physical damage or loss whatsoever, the "Insurance".

The Corresponding Equipment is leased by ITS Corporation as lessor to APA Services, Inc. as lessee pursuant to

Equipment Schedules Numbered 4253-02 each dated March 24 1985

under the Master Equipment Lease Agreement dated June 10 1985 between Borrower

and APA Services, Inc. as lessee the "Corresponding Lease".

Address of
Original Location(s) of Equipment

Original
Location Code

See Attachments

BOOK 501 PAGE 08

pg 2072

Attachment A to UCC-1 Form

LESSEE: ARA Services, Inc.

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>SERIAL NUMBER</u>
1	Honeywell	CPX9874	LWR61005087
1	Honeywell	DCM9806	
1	Honeywell	MTU9875	
1	Honeywell	PRU7272	ZCSR2409862

Mailed to Secured Party

EQUIPMENT LOCATION:

Westinghouse Corp.
Route 170 S. Campmead Rd.
Westinghouse, Gate 1
Baltimore, MD 21240

BOOK 501 PAGE 99

262872

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
TriContinental Leasing Corporation, P. O. Box 907 95 North Route 17 South Paramus, New Jersey 07653	Investors Savings & Loan Association 249 Millburn Avenue Millburn, New Jersey 07041	
4. This financing statement covers the following types (or items) of property: Lease #76-21-25102 (#223) kf Lessee: Joseph F. Bee, DDS, PA Equipment Location: 4330 Mountain Road Pasadena, Maryland 21122 Equipment: See attached Schedule "A"		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: Anne Arundel County		

TRI-CONTINENTAL LEASING CORPORATION

INVESTORS SAVINGS & LOAN ASSOCIATION

By: _____
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CLERK COURT, ANNE ARUNDEL COUNTY

1986 JUL 23 PM 4:07

E. AUBREY COLLISON
CLERK



TriContinental
Leasing Corporation
A Bell Atlantic Company

P.O. Box 907
Paramus, New Jersey 07653

500 501 100

Schedule "A" to Agreement between TRICONTINENTAL LEASING CORPORATION,

and Joseph F. Bee, DDS, PA

Dated 1-15-86

- 1 - Quality Systems, Inc. D-1 Computer System Comprised of:
- 1 - CPU W/Cabinet Including Operating System, Printer Interface, Real Time Clock, and
- 2 - 4-Port Multiplexors
- 1 - 150 LPM MVP Printer With Stand
- 3 - CRTS With Detachable Keyboards
- 1 - Auxiliary Printer
- 1 - 40MB Disc/Tape Controller
- 1 - 40MB Sealed Disc Drive
- 1 - Tape Drive
- 6 - Tape Volumes
- 1 - Cabinetry
- 1 - Power Conditioner
- 1 - QSI Dental System License Plus Income Allocation
- 1 - D-1 System Training, Data Base Conversion, Client Managing, System Generation, Test Cable and Wall Connectors, and EIA Panel With 16 Connectors
- 1 - Ortho and Health Care Membership

Mailed to Secured Party

PAGE 1 OF 1

(Handwritten signature)

BOOK 501 PAGE 101

262873

FINANCING STATEMENT

DEBTOR:

CYPRESS PROMOTIONS LTD.

201 Balto.-Annap. Blvd.
Severna Park, MD 21146

SECURED PARTIES:

Frank Coniglio
201 LaPuerta Way
Palm Beach, FL 33480

RECORDED 11-00
POSTAGE .50
JUL 23 1986
JUL 23 1986

This financing statement covers the following types of property:

- A. All equipment, materials used or consumed in Debtor's business, now owned or hereafter acquired
- B. All inventory now owned or hereafter acquired
- C. All proceeds of and contract rights relating to any and all secured property.

Attest:

CYPRESS PROMOTIONS, LTD.

Secretary W. T. WESS

By: Judy Shoemaker
President

Witness

Frank Coniglio

Mailed to Secured Party

THIS TRANSACTION IS NOT SUBJECT
TO RECORDATION TAXES

262874

MARYLAND FINANCING STATEMENT AMENDMENT

This Statement Refers To Original Financing Statement

Roll No. 455Page No. 110Identification No. 244649Dated Oct. 18, 1982

1. Debtor(s) [Joseph Camac Company, Inc.
Name or Names - Print or Type
- 8031 Ritchie Hwy. Pasadena Maryland 21122
Address - Street No., City-County State Zip Code
2. Secured Party [The First National Bank Of Maryland
Name or Names - Print or Type
- 25 South Charles Street Baltimore Maryland 21202
Address - Street No., City-County State Zip Code

3 Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please change the above debtor address to read:

4501 Curtis Avenue
Baltimore, Maryland 21226

RECORD FEE 10.00
STAMP .50
JUL 23 86

DEBTORJoseph Camac Company, Inc.

[Signature]
(Signature)

SECURED PARTY (OR ASSIGNEE)THE FIRST NATIONAL BANK OF MARYLAND

B.R. Wallace, Loan Officer
(Signature of Loan Officer)
B.R. Wallace, LOAN OFFICER
(Print Name and Title)

(Address)

Mailed to Secured Party

262875

BOOK 501 PAGE 103

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould Inc., Ocean Systems Div. 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) CBC LEASING, Division of Capitol Bank & Trust of Chicago 4801 West Fullerton Avenue Chicago, IL 60639 VJM	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 JUL 14 1986 11:01 AM JUL 23 1986
4 This financing statement covers the following types (or items) of property: Collateral: Equipment as listed on Exhibit A attached hereto (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder, and all proceeds of the foregoing collateral. Equipment Location: Gould Inc., Ocean Systems Division 6711 Baymeadow Drive Glen Burnie, MD 21061		
ASSIGNEE OF SECURED PARTY NOT SUBJECT TO RECORDATION TAX		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: 1		
Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD		
By: GOULD, INC. Signature(s) of Debtor(s)		
By: <i>James Murphy</i> Signature of Secured Party		
(STANDARD) (1) FILING OFFICER COPY - ALPHABETICAL		
UCC-1 Modern Law Forms CHICAGO		

Filed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL 23 PM 4:08

E. AUBREY COLLISON
CLERK

EXHIBIT A

Equipment Location: Gould Inc.
6711 Baymeadow Drive
Glen Burnie, MD 21061

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>AMOUNT</u>
	Hewlett-Packard Rockville, MD 20850:	
1	45851A HP 150-II Computer	
1	9123D Disk Drive for HP 150-II	
2	2603A HP Printer	
2	132426 Cable for 2603A	
2	26030A Form Tractor for 2603A	
1	2392A HP Display Terminal	
1	2392A/092 Option for 2392A Terminal 25-PIN RS-232-C	
1	2225D Thinkjet Printer	
1	45851A HP Touchscreen II	
1	9123D Disk Drive for HP Touchscreen II	
1	35723A HP Touch Accessory	
1	45631A 256K RAM Board for HP Touchscreen II	
1	75005A HPWORD/15D	
1	2686A Laserjet Printer	
1	2686A/300 Option 300 for Laserjet Printer	
1	45418A Executive Memomarker	
1	45482A Lotus 1-2-3	
1	2603A HP Daisy Wheel Printer	
1	13242G Cable for 2603A	
1	72435A Vectra PC 256K & 1.2M Drive	
1	45816 M 20 MByte Internal Hard Disk	
1	35731A 12" Monochrome Monitor	
2	HP2225D Printer	
2	13242-60010 Cable	

Mailed to Secured Party

262876

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded
in land records check here. ☐This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Henson, James E. T/A J. E. Henson ExcavatingAddress Box 361 Whites Road, Severna Park, MD 21146

2. SECURED PARTY

Name Elliott & Frantz, Inc.Address 1400 Cherry Hill Road, Baltimore, MD 21225Credit Alliance Corporation, P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

James E. Henson T/A J. E. Henson Excavating

James E. Henson
(Signature of Debtor)

James E. Henson Pres

Type or Print Above Name on Above Line(Signature of Debtor)Type or Print Above Signature on Above Line

Elliott & Frantz, Inc.

Robert L. Schoeffler
(Signature of Secured Party)

Robert L Schoeffler V.P

Type or Print Above Signature on Above Line

1986 JUL 23 PM 4:10

E. AUDREY COLLISON
CLERK

220050

ASSIGNMENT

BOOK 501 PAGE 100

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated July 15, 1986, between Elliott & Frantz, Inc., as Seller/Lessor/Mortgagee, and James E. Henson T/A J. E. Henson Excavating, Box 361 Whites Road, Severna Park, MD 21146

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 60,189.48

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of July, 19 86

Elliott & Frantz, Inc.

(Seal)

By: Robert L. Schaeffer

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-LS

CONDITIONAL SALE CONTRACT NOTE

TO: Elliott & Frantz, Inc. FROM: James E. Henson T/A J. E. Henson Excavating
 ("Seller") ("Buyer")
 1400 Cherry Hill Road, Baltimore, MD 21225 Box 361 Whites Road, Severna Park, MD 21146
 (Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks): See Schedule "A" attached hereto and made a part hereof for description of equipment	(1) TIME SALES PRICE	\$ 88,309.08
	(2) Less DOWN PAYMENT IN CASH	\$ 28,119.60
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
	(4) CONTRACT PRICE (Time Balance)	\$ 60,189.48
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Box 361 Whites Road, Severna Park, MD 21146		
Record Owner of Real Estate:		

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty thousand one hundred eighty nine and 48/100***** Dollars (\$ 60,189.48)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 16th day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,671.93 and the final installment being in the amount of \$ 1,671.93

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 15, 19 86

Accepted: Elliott & Frantz, Inc. (SEAL)
 (Print Name of Seller Here)

James E. Henson T/A J. E. Henson Excavating (SEAL)
 (Print Name of Buyer-Maker Here)

By: Robert L. Schaeffer

By: James E. Henson

Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

ORIGINAL FOR CREDIT ALLIANCE CORPORATION

800-337-109 PAGE 108

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL)	} Signature of Seller
_____	(Corporate, Partnership or Trade Name or Individual Signature)	
_____	By: _____	

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 15 19 86 between the undersigned.

ANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Fiat-Allis Wheel Loader Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:	FR12	79M00242
One (1)	Used Fiat-Allis Wheel Loader	1978 545B	21C05982

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Elliott & Frantz, Inc.

: Robert L. Schaeffer

Purchaser, Mortgagor or Lessee:

James E. Henson T/A J. E. Henson Excavating

By: James E. Henson

Mailed to Secured Party

262877

MARYLAND FINANCING STATEMENT

UCC-1

- ☒ Not Subject to Recordation Tax
- ☐ Recordation Tax of \$ _____ on _____
- Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer

File No. _____

Record Reference: _____

Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

LESSEE

1. ~~XXXXX~~ Automotive and Emission Services, Inc.
(Name or Names)
8249 Ritchie Highway Pasadena, Md. 21122
(Address)

DEBTOR: _____
(Name or Names)

LESSOR: _____
(Address)

2. ~~XXXXXXXXXX~~ Laureldale Leasing Associates
16 S. Calvert St., #400 (Name or Names)
Baltimore, MD 21202
(Address)

3. ASSIGNEE (if any) Union Trust Bank
of SECURED PARTY: 7 St. Paul St. (Name or Names)
Baltimore, MD 21202
(Address)

4. This Financing Statement covers the following types (or items) of property:

One-Allen Smart Business System Model #81-400
Serial Number # TY-18738, 854227, 83588

RECORD FEE 11.00
JUL 23 1986
JUL 23 86

1986 JUL 23 PM 4:11
E. AUBREY COLLISON
CLERK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):
Automotive and Emissions Service, Inc.
By: Ferd Napfel President
Ferd Napfel (Pres.)
(Type or print name of person signing)

SECURED PARTY: Mailed to Secured Party
By: Emm Deustcher
(Type or print name of person signing)

By: _____
(Title)
(Type or print name of person signing)

Return To: Laureldale Leasing Associates, 16 S. Calvert St., Suite 400, Balti. MD 21202

(Pursuant to Uniform Commercial Code)

July 18... 1950

longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

of Court.....H.A. JMD
(Filing Officer) (County and State)

Leone, A & Phyllis Booth
315 Chester Ave.
Annapolis MD 21401

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Abusfeld Finance Corp. III
Secured Party

By *David J. B. ...*
Its Branch Office Manager

Form 91 MD (3-79)

RECEIVED RE 10.00
 PAYMENT .50
 WING UNIT 001 TLE: 15
 JUL 23 1964

Secured Party

CLERK
AUGUST COLLISON
1986 JUL 23 PM 4:11
CLERK
AUGUST COLLISON
1986 JUL 23 PM 4:11
CLERK
AUGUST COLLISON
1986 JUL 23 PM 4:11

FINANCING STATEMENT (FORM UCC-1)

BOOK 501 PAGE 112

Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option) 262878

1. LESSEE:

MR. TIRE, INC.
7223 Ambassador Road
Baltimore, Md. 21207

2. LESSOR:

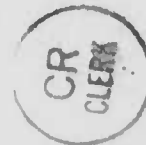
BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
P. O. BOX 505
ELLICOTT CITY, MD 21043-0505

RECORD FEE 13.00
POSTAGE .50
7/17/87 0777 R01 115:18
JUL 23 86

3. ASSIGNEE (if any) OF LESSOR:

Commercial/Consumer Loan Dept.
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ANNAPOLIS
1832 George Avenue
Annapolis, MD 21401

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
(X) If checked, see Schedule of Equipment attached hereto and made a part hereof.



1986 JUL 23 PM 4:12
E. AUDREY COLLISON
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

MR. TIRE, INC.
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: J. Fredric Tomarchio
Signature of Lessee

BY: Deborah Stran-Scherr
Signature of Lessor

J. Pres. FREDRIC TOMARCHIO
Type or Print Name, include title

DEBORAH STRAN-SCHERR, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.

8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

2128

1350

EQUIPMENT SCHEDULE

QUANTITYDESCRIPTION

EQUIPMENT LOCATED AT: 7224 N. Ritchie Highway, Glen Burnie, Md. 21061

1	771-FMC Front End Rack with Slip Plate- #A71DD022
1	68297-Rear Slip Plate
1	72-Turn Tables
1	68289-Loose Parts Rack
1	68292-Assembly-LH Runway
1	68293-Assembly-RH Runway
2	68-FMC Jacks-Rail Mounted s/n AS1DD026 and s/n AS1DD048
1	5000-FMC Computer Alignments/n B51DD057
1	81007-Riser & Spacer
1	80576-Cable Boom Assembly
1	81006-Cabinet
1	81005-Brain-115V
1	96-Pedal Depressor Assembly
1	55502-Clamp Assembly (Bear)
1	82399-Merchandising Package
1	81058-FMC Calibration Kit For 5000 Alignment
1	752-Bolster For Twin Post
1	7600-FMC Tire Changer s/n L12DD107
1	67BSC-FMC Brake Lathe s/n J21ED158
1	601-Drum/Disc Lathe
1	90240-Drum Mic
1	90873-Sign Kit
1	671-Base With Chip Tray
1	90317-Rotor Micrometer
1	90644-Rotor-Truer
1	90038-Assembly-90578, 90490, 90198, 90194, 90196, 90195, 90191
1	90527-Hubless Rotor Adapter Set
1	90526-Floating Drum Attachment
1	90061-Small Rotor Adapter

EQUIPMENT SCHEDULE

QUANTITYDESCRIPTION

EQUIPMENT LOCATED AT: 5603 Baltimore National Pike, Baltimore, Md. 21228

1 2771-FMC Lifts Above Ground s/n 7603369
1 2771-FMC Lifts Above Ground s/n 7603364
1 67BSC-FMC Brake Lathe s/n J21ED158
1 601-Drum/Disc Lathe
1 90240-Drum Mic
1 90873-Sign Kit
1 671-Base With Chip Tray
1 90317-Rotor Micrometer
1 90644-Rotor-Truer
1 90038-Assembly-90578,90490, 90198,90194, 90196, 90195, 90191
1 90527-Hubless Rotor Adapter Set
1 90526-Floating Drum Attachment
1 90061-Small Rotor Adapter

EQUIPMENT LOCATED AT: 9101 Belair Road, Perry Hall, Md. 21236

1 5000-FMC Computer Alignment s/n B51DD047
1 81007-Rise & Spacer
1 80576-Cable Boom Assembly
1 81006-Cabinet
1 81005-Brain 115V
1 96-Pedal Depressor Assembly
1 55502-Clamp Assembly (Bear)
1 82399-Merchandising Package
1 129-FMC 129 Wheel Stands
1 72-FMC Turntables With Scales
1 81058-Calibration Kit
1 7600-FMC Tire Changer s/n L12DD069

Including all present and future attachments and accessories.

Mailed to Secured Party

Clerk of the Circuit Court
Anne Arundel County

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 501 115 262873

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.

Address 2729 Solomons Island Road, Edgewater, Md. 21037

2. SECURED PARTY

Name L. B. Smith, Inc.

Address P.O. Box 8658, Baltimore, Md. 21240

RECORD FEE 11.00
017158 0771 001 115:19
JUL 23 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Terex Model TS14B Scraper, s/n 73050

SECURED NOT SUBJECT TO RECORDATION TAX.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

REds Dove, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

L.B. Smith, Inc., Bruce Dean/Business Mgr.
Type or Print Above Signature on Above Line

262880

☐ TO BE☐ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 750.00

FINANCING STATEMENT

Excellent Foods Inc. T/A Venus Restaurant
 Name or Names—Print or Type
 7389 I Balto. Annap. Blvd., Glen Burnie, Md. 21061
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

12.00

.50

115.22

JUL 23 86

2. Secured Party:

Frederick A. Senger & Son, Inc.

Name or Names—Print or Type

3235 Pulaski Hgwy, Balto., Md. 21224

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1- 7 Button soda dispensing gun, 1- Cold plate, 1- Cold plate pan

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Christos Sofocleous
 (Signature of Debtor)

Christos Sofocleous, Vice President
 Type or Print

Frederick A. Senger & Son, Inc.
 (Company, if applicable)

(Signature of Debtor)

Charles M. Case
 (Signature of Secured Party)

Type or Print

Charles M. Case
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address F. A. Senger & Son, Inc.

Lucas Bros. Form F-1

P. O. Box 12119
 Balto., Md. 21281-2119

Mailed to Secured Party

1250

BOOK 501 PAGE 117

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255692

RECORDED IN LIBER 482 FOLIO 565 ON February 26, 1985 (DATE)

1. DEBTOR

Name MIKE MANOS
Address 250 Brock Bridge Road, Laurel, Maryland 20707

2. SECURED PARTY

Name TRIPLE J, INC., William H. Jones, Vice President
Address 2000A Valley Road, Annapolis, Maryland 21401
Andrew P. Interdonato, Esquire, 4700 Auth Place, Suite 507, Camp Springs, Md., 20746
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 1, 1988

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>TERMINATION</u>

RECEIVED
FEBRUARY 26 1986
FOLIO 565
LIBER 482
JUL 23 1986

1986 JUL 23 PM 4:12
E. AUGHEY COLLISON
CLERK

Dated 7/18/86

TRIPLE J, INC.

By: James D. Jones Pres
(Signature of Secured Party)

By: William H. Jones Vice Pres

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249925

RECORDED IN LIBER 468 FOLIO 91 ON Nov. 22 '83 (DATE)

1. DEBTOR

Name Bracey, Daniel A.
 Address 1925 Potomac Rd., Edgewater, MD

RECORD FEE 10.00
 POSTAGE .50
 117175 CTT RM 115-43
 JUL 23 86

2. SECURED PARTY

Name John Deere Company
 Address PO Box 4949, Syracuse, N Y 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination
<div style="height: 100px;"></div>	

JOHN DEERE COMPANY

Dated 16 July 1986

Ronald T. Williams
 (Signature of Secured Party)

Ronald T. Williams, Administrator

Type or Print Above Name on Above Line

Mailed to Secured Party

1986 JUL 23 PM 4:12
 E. AUBREY COLLISON
 CLERK

Anne Arundel County

BOOK 501 PAGE 119

STATEMENT OF

☐ Continuation ☒ Termination ☐ Assignment ☐ Partial Release

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:	<input type="checkbox"/> Land	Liber 496	Folio 21	File No. 260837
	<input checked="" type="checkbox"/> Financing Statement			
Filing Date of Financing Statement (If Any) March 18, 1986				

NAME	ADDRESS		
1. Debtor(s)	No.	Street	City State
Autorama Sales, Inc. T/A Feltman Power Boats		P.O. Box 309, Davidsonville, Maryland	21035

2. Secured Party (or assignee)
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

RECEIVED 10.00
FEB 1986
RECEIVED 001 1134 45

CHECK ☐ THE LINES WHICH APPLY

3. ☐ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

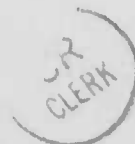
☐ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

JUL 23 86

Dated: July 18, 1986 19

Secured Party:
First American Bank of Maryland

By: Dennis F. Peters, Jr.
Type Name: Dennis F. Peters, Jr.
Title: Vice President



1986 JUL 23 PM 4:12
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

1050

262881

FINANCING STATEMENT FORM UC 21

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 5-27-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thira Marine CorporationAddress 101 N. Fairfield Drive Dover DE 19901

2. SECURED PARTY

Name First Commercial CorporationAddress 303 Second StreetAnnapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1986 29'11" Nimble Boats sloop hull serial #NBP30011D686
with one Yanmar diesel engine 18 HP serial #05518

Home anchorage: Cobbs, Stokes and Allen
300 State Street, Annapolis, MD 21403

Residence: Edward C. McConnaughey, Jr.
209-A South Union Street
Alexandria, VA 22314

ASSIGNEE:
CentTrust Savings Bank
P.O. Box 028506
101 E. Flagler Street
Miami, FL 33102

CHECK THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Edward C. McConnaughey, Jr.
(Signature of Debtor)

Thira Marine Corporation

Edward C. McConnaughey, Jr., Pres.

Type or Print Above Name on Above Line

Edward C. McConnaughey, Jr.
(Signature of Debtor)

Edward C. McConnaughey, Jr.

Type or Print Above Signature on Above Line

File Townsend, Agent
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

Ave Anne
7/15/86

ADMIN FEE 11.00
POSTAGE .50
117179 CTR MD 115246
JUL 23 1986



1986 JUL 23 PM 4:13

E. AUBREY COLLISON
CLERK

Acct # 86-474

Q.A. Co.

BOOK 501 PAGE 121

262882

☐ TO BE

☒ NOT TO BE

RECORDED IN
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Carpent Village, Inc. / Carpet Resources

Name or Names—Print or Type

2710 Mountain Rd., Pasadena, Md. 21122

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.

Name or Names—Print or Type

701 Cathedral Street

Baltimore, Maryland 21201

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

One (1) New Toyota, Model 42-4FGC25; 3-stage mast; 216" maximum fork height; 42" forks; LP Gas; 9 1/2' rug pole. Serial Number 40-4FGC25-17670.

4. If above described personal property is to be affixed to real property, describe real property.

RECORDING FEE 12.00

POSTAGE .50

111152 CTTT 001 T15148

JUL 23 86

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

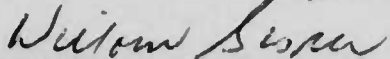
DEBTOR(S):

SECURED PARTY:


(Signature of Debtor)

Walter W. Hagan

Type or Print

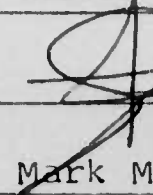

(Signature of Debtor)

William Gaspar

Type or Print

Harbor Leasing Associates

(Company, if applicable)


(Signature of Secured Party)

Mark M. Caplan, partner

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address

HARBOR LEASING ASSOC.

Lucas Bros. Form F-1

701 Cathedral Street
Baltimore, Maryland 21201

Mailed to Secured Party.

BOOK 501 PAGE 122

262883

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Westinghouse Electric Corporation Camp Meade Road Linthicum, MD 21240 Anne Arundel County	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FB Sunnyvale, CA. 94086 4144-82479	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.00 117195 CTTT P01 115:55 JUL 23 86
4. This financing statement covers the following types (or items) of property: Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement. **Debtor has authorized Secured Party to File.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered by ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:
Filed with:

**SEE ATTACHED Hewlett-Packard Company
By: _____ Signature(s) of Debtor(s)
By: Glenn M. Z... Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1986 JUL 23 PM 4:14

E. AUBREY COLLISON
CLERK

HEWLETT-PACKARD

OPERATING LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 501 PAGE 123

LESSOR HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
972 East Arques, 70FA
Sunnyvale, CA 94086

Lease Agreement # 4144-82479

Ref: Master Lease Agreement # 4126-46136

LESSOR TAX I.D. # 94-1081436

LESSEE: Westinghouse Electric Corporation
(Full Legal Name of Lessee)

Camp Meade Road
(Street Address)

Linthicum
(City)

Anne Arundel
(County)

MD
(State)

21240
(Zip)

Dave Mathisen (301) 765-3011
(Contact Name and Phone Number)

LESSEE TAX I.D. # 025-0877540

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

Street Same as above

City _____ County _____ State _____ Zip _____

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

☒ Master Lease Agreement # 4126-46136

☒ HP Product Warranty, Form # 5954-1617(D), Rev 11/85

☒ Purchase Discount Agreement # CH240

☒ HP Software Terms, Form # CH240, Rev _____

☐ _____

☐ _____

The following Exhibits checked below are attached hereto and made a part of this Agreement

☒ Early Buyout Schedule dated 4/1/86

☒ Investment Tax Credit Addendum

☐ HP Tax Exempt Rider Form # _____, Rev _____

☐ _____

Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN

2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 48 months from the due date of the first invoice, or on the expiration of any applicable renewal period.

3. Rent: As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 4,536.09 per month, exclusive of applicable use taxes, beginning upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4. Amount Financed: The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 211,571.41

5. Purchase, Renewal, Return Options: Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with ninety (90) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for:

$$\left(\frac{\text{Net Price of Equipment To Be Purchased}}{\text{Total Net Price of Equipment}} \right) \times \left(\begin{array}{l} \text{Amount} \\ \text{to} \\ \text{Finance} \end{array} \right) \text{ less } \begin{array}{l} \text{Sixty percent} \\ \text{(60\% of the} \\ \text{monthly Rents} \\ \text{Received} \end{array}$$

plus any accrued late charges and taxes applicable to the transfer of this

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left(\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right) \times (\text{Original Monthly Payment})$$

(iii) return in accordance with paragraph 4 of the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with paragraph 4 of the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with ninety (90) days prior written notice. Sixty percent (60%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Payment Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED

6 Early Buyout Option: At its option during the initial non-cancellable lease term, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buyout Schedule

7 Equipment Upgrade Add-On: At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement

8 Financing Statement: THE PARTIES ACKNOWLEDGE THAT A COPY OF THIS LEASE AGREEMENT EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT MAY BE FILED WITH THE APPROPRIATE STATE AUTHORITIES AS A FINANCING STATEMENT, AT ANY TIME AFTER SIGNATURE BY LESSEE, FOR PROTECTIVE PURPOSES (SHOULD THIS LEASE AGREEMENT BE CONSTRUED AS A SECURED TRANSACTION AT A FUTURE DATE), AND LESSEE EXPRESSLY AUTHORIZES LESSOR TO EXECUTE A SEPARATE FINANCING STATEMENT ATTACHING THIS AGREEMENT ON BEHALF OF LESSEE SHOULD STATE REGULATIONS SO REQUIRE OR, ALTERNATIVELY, TO GRANT AND PERFECT LESSOR'S SECURITY INTEREST IN THE EQUIPMENT. SUCH FILING DOES NOT CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND SCHEDULE BY LESSOR. IT IS FURTHER ACKNOWLEDGED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY AND NOT BECOME A FIXTURE TO REAL PROPERTY.

9 Investment Tax Credit Election: (If the Investment Tax Credit Election is not applicable check this box ☒)

a) LESSOR'S ELECTION: Lessor elects for the purpose of the tax credit allowed by Section 38 of the Internal Revenue Code ("the Code"), to treat the Lessee named herein as having purchased the property identified herein

b) LESSEE'S CONSENT: By its execution of this Equipment Schedule and Payment Agreement, Lessee indicates its consent to be treated as the purchaser of the property covered hereunder for the purpose of the investment tax credit allowed by Section 38 of the Code, except for the following items which are specifically rejected _____

c) ACRS CATEGORY: The parties acknowledge that the ACRS Category for the Equipment covered hereunder is five (5) years

d) FAIR MARKET VALUE: The parties acknowledge that the Fair Market Value of the Equipment covered hereunder is \$ _____

e) TRANSFER OF POSSESSION TO LESSEE: The date of transfer of possession to Lessee for purposes of this Investment Tax Credit Election is _____ (Note: The date of transfer of possession is the date the last item of Equipment under this Schedule and Agreement is shipped to Lessee and shall be filled in the space provided above subsequent to Lessee's execution hereof.)

f) DISTRICT OFFICE WHERE LESSOR FILES ITS FEDERAL TAX RETURNS: _____ Fresno, California

g) DISTRICT OFFICE WHERE LESSEE FILES ITS FEDERAL TAX RETURNS: _____ Pittsburgh, PA

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------	-----------------	----------------	--------------------

See Attached "Equipment Schedule"

NET PRICE — HARDWARE	\$211,571.41
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	211,571.41
OTHER COSTS	0.00
LESS: DOWN PAYMENT	0.00
AMOUNT TO FINANCE	\$211,571.41

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: _____
Authorized Signature

NAME/TITLE: _____

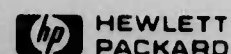
DATE: _____

LESSEE: Westinghouse Electric Corporation

BY: J. A. Prickett, Jr.
J. A. Prickett, Jr., Manager

NAME/TITLE: Computer Systems Acquisition

DATE: June 30, 1986



EQUIPMENT SCHEDULEWESTINGHOUSE ELECTRIC CORPORATION

QUANTITY	DESCRIPTION	PRICE
1	32471AH HP3000 S/70 UPGRADE	146,200.00*
1	OPTION 603 RTN 256KB MAIN MEMORY	(10,000.00)*
4	30079A GEN I/O CHANNEL (1,900.00 EA)	7,600.00*
4	OPTION 064 GIC CABLE	0.00
1	30144A ATP SYS INTERFACE BOARD	3,175.00*
7	30155A MODEM PORT CONT (8,140.00 EA)	56,980.00*
1	OPTION 001 DELETE AIB/JP CABLE	(250.00)*
2	13037U ADD-ON TO MAST DR (5,600.00 EA)	11,200.00*
2	OPT 102 HF-IB ADAPT KIT (1,200.00 EA)	2,400.00*
1	26069A LINE PRINTER CONTROLLER	3,683.00*
1	OPTION H67 300 FOOT CABLE	1,050.00
1	7978B 6250 TAPE DRIVE	24,500.00*
1	OPTION 670 HF 7970 TRADE	(1,000.00)*
2	30251A BSC LINK	0.00
2	OPTION 410 SYNC MOD CONN (5,040.00 EA)	10,080.00*
2	7970EN RTN CREDIT (1,000.00 EA)	(2,000.00)*
1	30271A MODEM LINK	0.00
1	OPTION 410 CONN SYNCH MODEM	5,040.00*
1	30270A HARDWIRED LINK	0.00
1	OPTION 435 CONNECT TO HP3000	5,040.00*
2	10833C HP-IB CABLE (100.00 EA)	200.00
1	45851A HP150	2,560.00**
1	9123D FLEX DISC	715.00**
1	13242N RS-232 CABLE	100.00**
1	32187A NETWORK LINK	0.00
1	OPTION 410 CONN TO SYNCH MODEM	7,560.00*
1	51450A NOE V/E MEDIA PRODUCT	0.00
1	OPTION 051 1600 BPI MAG TAPE	0.00
1	OPTION 260 MPE V/E UNIT	0.00
1	OPTION 604 SERIES 6X SPU	0.00
TOTAL LIST PRICE		274,833.00
* LESS 23% DISCOUNT PER CH240		(62,147.84)
** LESS 33% DISCOUNT PER CH240		(1,113.75)
TOTAL FINANCED AMOUNT		211,571.41

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

262884 BOOK 501 PAGE 126
Identifying File No. #4850

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolitan, Inc.
T/A Annapolitan Magazine
Address 413 4th Street, Annapolis, Md. 21403

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Canon NP-3025 Copier
Serial Number CCV 02686
One (1) Canon Copier Cabinet

Name and address of Assignee
12-00
50
JUL 23 86

CONDITIONAL SALES CONTRACT

CHECK ☒ THE LINES WHICH APPLY

☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Annapolitan, Inc. T/A Annapolitan Magazine

(Signature of Debtor)

Philip Evans/President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CR
CLERK

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

1986 JUL 23 PM 4:14
F. AUDREY COLLISON
CLERK

provided

BOOK 501 PAGE 127

262885

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)

Thompson, Jauan
Thompson, Albrosia

310 Henson Road, Glen Burnie, Maryland 21061

Name of Secured Party or assignee No. Street City State

Griffith Consumers Company 2510 Schuster Drive, Cheverly, Maryland 20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Installation of one Whirlpool Furnace-Burner Unit connected to existing heating system supply and return ducts in premises. Unit includes new oil burner connected to existing fuel coil tank and new primary operating controls.

RECORD FE 12.00
POSTAGE .50
JUL 23 1986 11:52
JUL 23 86

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☐ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

X Jauan Thompson
Jauan Thompson

X Albrosia Thompson
Albrosia Thompson
(Type or print name under signature)

Griffith Consumers Company (Seal)

(Corporate, Trade or Firm Name)

Lauren M. Griffin
Signature of Secured Party or Assignee

Treasurer
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL 23 PM 4:14

E. AUDREY COLLISON
CLERK

Mailed to Secured Party

12.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$Not subject

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David Smith Power Tools
Address 3330 Mt. Airy Ct. Davidsonville, M.D. 21035

2. SECURED PARTY

Name STULL POWER EQUIP. CO.
Address 10752 TUCKER ST. BELTSVILLE, MD. 20705

RECORD FEE 11.00
FILING FEE .50
TOTAL 11.50
JUL 25 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY OF GOODS DISTRIBUTED BY STULL POWER EQUIPMENT COMPANY, A DIVISION OF STULL ENTERPRISES, INC. INCLUDING BUT NOT LIMITED TO CHAIN SAWS, LAWN AND GARDEN TRACTORS, ROTARY MOWERS, NYLON CORD TRIMMERS, APPLICABLE PARTS, ACCESSORIES, AND ACCOUNT RECEIVABLE ARISING FROM THE SALE OR TRADE OF SAME.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

David H. Smith
(Signature of Debtor)

DAVID H. Smith (owner)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R.D. Hogans
(Signature of Secured Party)

R.D. Hogans (cr. mgr.)
Type or Print Above Signature on Above Line

Mailed to Secured Party

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

262887

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

BOOK 501 PAGE 129

1. LESSEE:

HARDESTY FUNERAL HOME
12 Ridgely Avenue
Annapolis, Md. 21401

2. LESSOR:

BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
P. O. BOX 505
ELLICOTT CITY, MD 21043-0505

RECORDED FE 11.00
POSTAGE .50
JUL 23 1986

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached hereto and made a part hereof.

TELCOA RELIANT 6/16 TELEPHONE SYSTEM AS FOLLOWS:
1 Key service unit with conferencing, power supply, 4 C.O. lines
1 A.C. Line Surge Protector
5 Reliant 616 Telephones
2 Reliant 616 Speakerphones
1 DSS/BLF Console
1 Battery Backup

Including all present and future attachments and accessories.

CR
CLERK
1986 JUL 23 PM 4:14
E AUBREY COLLISON
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

HARDESTY FUNERAL HOME
Name of Lessee
BY: Thomas A Hardesty
Signature of Lessee
Thomas A Hardesty owner
Type or Print Name, include title

BUTLER AND COMPANY, INC.
Name of Lessor
BY: Deborah Stran Scherr
Signature of Lessor
DEBORAH STRAN-SCHERR, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.

8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

2128

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

BOOK 5862888
PAGE 130

FINANCING STATEMENT

DATE: July 2, 1986

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Shelton & Shelton, Inc.

ADDRESS: 1115 Annapolis Road
Odenton, Maryland 21113

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned
and hereafter acquired, Excluding Motor Vehicles.

RECORD FEE 11.00
FILING FEE .50
TOTAL DUE \$11.50
JUL 23 86

1986 JUL 23 PM 4:14
CLERK COLLISON



DEBTOR(S):

Shelton & Shelton, Inc.
Fred D. Shelton President
Fred D. Shelton, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: [Signature]
(Authorized Signature)

(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

Mailed to Secured Party

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

BOOK 501 PAGE 131

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

262889

1. LESSEE:

HARDESTY FUNERAL HOME
12 Ridgely Avenue
Annapolis, Md. 21401

2. LESSOR:

BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
P. O. BOX 505
ELLCOTT CITY, MD 21043-0505

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached hereto and made a part hereof.

TELCOA RELIANT 616 TELEPHONE SYSTEM:

- 1 Key Service Unit with Conferencing, Power Supply, 4 C.O. lines
- 1 A.C. Line Surge Protector
- 4 Reliant 616 Telephones
- 1 Reliant 616 Speakerphone

Including all present and future attachments and accessories.

LOCATION OF EQUIPMENT: 851 Annapolis Rd
Gambrills, Md. 21056

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

HARDESTY FUNERAL HOME
Name of Lessee
BY: ✓ Thomas A. Hardesty
Signature of Lessee
✓ Thomas A. Hardesty owner
Type or Print Name, include title

BUTLER AND COMPANY, INC.
Name of Lessor
BY: Deborah Stran-Scherr
Signature of Lessor
DEBORAH STRAN-SCHERR, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

2128

Mailed to Secured Party

86424
Q.A.

BOOK 501 PAGE 132 -

262830

☐ TO BE
☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO
☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):
Name or Names—Print or Type Sharon Davies
1464 Bay Green Drive Arnold MD 21012
Address—Street No., City - County State Zip Code

2. Secured Party:
Name or Names—Print or Type HARBOR LEASING ASSOC.
701 Cathedral Street Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CMT 500 Auto Tel
CAR Phone

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):
Sharon Davies
(Signature of Debtor)
Sharon Davies
Type or Print

SECURED PARTY:
Harbor Leasing Associates
(Company, if applicable)
[Signature]
(Signature of Secured Party)
Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201



1986 JUL 23 PM 4:13
CLERK

Mailed to Secured Party

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

Storton, Taylor, & Assoc.
Name or Names—Print or Type
8375 Jumpers Hole Rd., Millersville, Md. 21108
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street
Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

7015z copier

RECORD FEB 11.00
FEB 11.00
ATTACHED TO 717149
JUL 23 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Charles P. Storton
(Signature of Debtor)
Charles Storton *Pres*
Type or Print
(Signature of Debtor)
Type or Print

Harbor Leasing Associates
(Company, if applicable)
(Signature of Secured Party)
Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201
Lucas Bros. Form F-1

MAILED TO SECURED PARTY

86 368

BOOK 501 PAGE 134

262832

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Upside Downer, Inc.

Name or Names—Print or Type

8198 Waterford Road, Pasadena, MD 21122

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

Name or Names—Print or Type

HARBOR LEASING ASSOC.

701 Cathedral Street

Baltimore, Maryland 21201

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

OMRON MOD 81-30
OMRON SLIP Printer
I Sc Board KTS
Master Terminal
EXTRA MEMORY chipRECORDING FEE
POSTAGE

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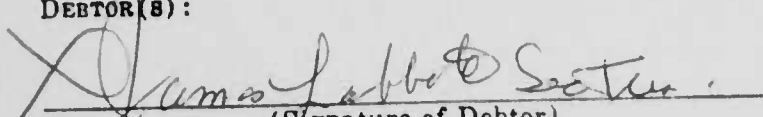
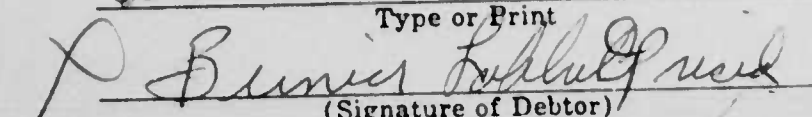
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☒ are ☐ are not covered.

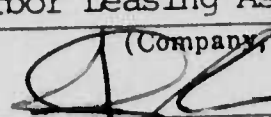
DEBTOR(S):

SECURED PARTY:


(Signature of Debtor)James Labbate Sec Treas.
Type or Print
(Signature of Debtor)Bernice Labbate President
Type or Print

Harbor Leasing Associates

(Company, if applicable)



(Signature of Secured Party)

Mark M. Caplan, partner

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address

Lucas Bros. Form F-1

HARBOR LEASING ASSOC.

701 Cathedral Street

Baltimore, Maryland 21201

Mailed to Secured Party

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

BOOK 501 PAGE 135

NOT SUBJECT TO RECORDING TAX

262833

1. LESSEE: David Rose, M.D.
Name or Names
200 Hospital Drive Suite #500, Glen Burnie, MD 21061
Address - Street No. City County State Zip Code
2. LESSOR LCA LEASING, INC.
P.O. BOX 152 STEVENSON, MARYLAND 21153
3. This Financing Statement covers the following types of property:
(Described - Separate list attached, if necessary).
- 1 - Merlin Electronic Telephone System W/1 - Merlin #410 Control Unit;
4 - 34 Button Phones; 3 - 10 Button Phones; 2- Speakerphones;
1 - Feature Cartridge #1; 1 - Alert/Power Failure Cartridge

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

LESSEE: David Rose, M.D.

LESSOR:

David Rose, M.D.
Signature of Lessee

OWNER
Title

LCA LEASING, INC.

David Rose, M.D.
Type or Print Name of Above

Jonathan S. Waranch
Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

LCA LEASING, INC.
P.O. BOX 152
STEVENSON, MARYLAND 21153-0152

Mailed to Secured Party

1986 JUL 23 PM 4:14

RECEIVED

CP
CLERK

11.00

.50

RECEIVED
JUL 23 86

262894

CIT CORPORATION		Maryland Financing Statement All information must be typewritten or printed in ink.		File No.	
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>					
Debtor(s) Name(s) and Address(es) George E. Newcomb, George E. 283 Pinewood Rd. Millersville, MD 21108 <i>A.A. Co.</i>			Secured Party Name and Address CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093		
Assignee of Secured Party C.I.T. Corporation			The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.		
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1986 Ford LN 8000 Dump Truck S/N 1FDXR80U1GVA48444 with Dump Body S/N 9752					
The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed to refer to "The CIT Group/Equipment Financing, Inc."					
Proceeds of collateral are also covered.					
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)					
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____					
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.					
Debtor(s) George E. Newcomb			Secured Party CIT/Group Equipment Financing, Inc.		
By <u>George E. Newcomb owner</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>			By <u>Joseph C. Sickler</u> <u>JOSEPH C SICKLER</u>		
Type or print name(s) of person(s) signing			Type or print name of person signing		
5-SA-989D					

RECORDING FEE 11.00
 STATE FEE .50
 TOTAL FEE 11.50
 JUL 23 86

1986 JUL 23 PM 4:14
 CLERK



Mailed to Secured Party

NT-13775

(FINAN.775)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL
☒ FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
 STATE DEPARTMENT OF ASSESSMENT AND TAXATION

- ☒ NOT SUBJECT TO RECORDING TAX
☐ SUBJECT TO RECORDING TAX ON
 PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. DEBTOR (S): NAME: STONE-SNYDER GENERAL PARTNERSHIP
ADDRESS: 838 RITCHIE HIGHWAY, SUITE 4
 SEVERNA PARK, MARYLAND 21146
2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN
 ASSOCIATION
ADDRESS: 3725 OLD COURT ROAD
 BALTIMORE, MARYLAND 21208

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral and present and future accounts, contract rights, general intangibles, chattel papers, documents and instruments, including but not limited to, licenses.

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain

1986 JUL 24 AM 10:57

15.00

1001 1001 1001
JUL 24 8615
41

by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or improvements.

4. If above described personal property is to be affixed to real property, describe real property.

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Mortgage from Stone-Snyder General Partnership to Yorkridge-Calvert Savings and Loan Association and recorded or intended to be recorded among the Land Records of Anne Arundel immediately prior hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

STONE-SNYDER GENERAL PARTNERSHIP
A MARYLAND GENERAL PARTNERSHIP

BY:

George W. Stone
GEORGE W. STONE, GENERAL PARTNER

BY:

Charles S. Snyder
CHARLES S. SNYDER, GENERAL PARTNER

YORKRIDGE-CALVERT SAVINGS
AND LOAN ASSOCIATION

BY:

Joel C. Sweren
JOEL C. SWEREN
Executive Vice President

To the Filing Officer: After this statement has been recorded
please mail the same to:

NATIONWIDE TITLE COMPANY
1700 Reisterstown Road
Suite 236 - Pomona Square
Baltimore, Maryland 21208

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots 1A and 1B, in Block XII as shown on a Plat entitled "Revised Plat Two-Phase 2-A, CHESTERFIELD (previously recorded in Plat Book 75, page 35)", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 81, page 46, Plat No. 4271.

AND BEING KNOWN AND DESIGNATED as Lots 5A and 5B, in Block XVI as shown on a Plat entitled "Revised Plat Two-Phase 2-A, CHESTERFIELD (previously recorded in Plat Book 81, page 46)", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 87, pages 22 and 23, Plat Nos. 4547 and 4548.

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK **501** PAGE **140**
Identifying File No. **262333**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. **\$ 2000.00**

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 3, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jonathan S. Monias T/A Eastport Mobil
Address 915 Chesapeake Ave. Annapolis, Md. 20794-0570

2. SECURED PARTY

Name G.F.S. Leasing, Inc.
Address 1900 Sulphur Spring Rd. #340 Baltimore, Md. 21227

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/3/90
4. This financing statement covers the following types (or items) of property: (list)

Allen Engine Analyzer
S/N A5C 96668

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

E S Stock
(Signature of Debtor)

GFS Leasing-Attorney-In-Fact
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

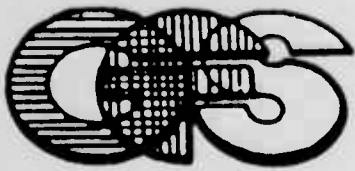
E S Stock
(Signature of Secured Party)

G.F.S. Leasing, Inc.

Type or Print Above Signature on Above Line

CR
CLERK

RECORD FEE 12.00
PAGE 1
FILED JUL 24 1986
JUL 24 86



GFS Leasing, Inc.
1900 Sulphur Spring Rd.
Suite 340 • Beltway Professional Building
Baltimore, MD 21227

BOOK 501 PAGE 141

PHONE: 301-247-9292

ADDENDUM TO UCC 1 FILING:

THIS UCC 1 IS FILED FOR NOTICE PURPOSES ONLY.

IT IS NOT INTENDED TO CREATE A SECURITY
INTEREST. EQUIPMENT IS COVERED BY A LEASE

DATED 01/03/86 BETWEEN THE

DEBTOR AND GFS LEASING, INC.

NO RECORDATION TAX IS REQUIRED.

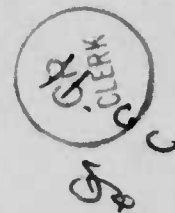
Mailed to Secured Party

263000

BOOK 501 PAGE 142

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	Maturity Date
1. Debtor(s) (Last Name First and Address(es):		2. Secured Party(ies): Name(s) and Address(es):	3. (optional):
Tan-Talizing-Tan 809 Hammond Ferry Rd. Linthicum, MD 21090		GFS Leasing, Inc. 1900 Sulphur Spring Rd. Suite 340 Baltimore, MD 21227	4. For Filing Officer: Date, Time, No., Filing Office
5. This Financing Statement covers the following types (or items) of property:		6. Assignee(s) of Secured Party and Address(es):	
2 Profimax 1 Sunbed		JUL 24 86	
NOT SUBJECT TO RECORDATION TAX		7. <input type="checkbox"/> The described crops are growing or to be grown on: • <input type="checkbox"/> The described goods are or are to be affixed to: • (Describe Real Estate Below).	
<input type="checkbox"/> Proceeds —		<input type="checkbox"/> Products of the Collateral are also covered.	
8. Describe Real Estate Here:		9. Name(s) of Record Owner(s):	
No. & Street	Town or City	County	Section Black Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)			
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or			
<input checked="" type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.			
By <u>GFS Leasing, Inc., Attorney-In-Fact</u> <u>Walter W. [Signature]</u> Signature(s) of Debtor(s)		By <u>GFS Leasing, Inc.</u> <u>George F. [Signature]</u> Signature(s) of Secured Party(ies)	
(1) FILING OFFICER COPY - NUMERICAL			
FORM DSCB:UCC-1 (Rev. 8-72)—Approved by Department of State of the Commonwealth of Pa.			

Mailed to Secured Party

RECEIVED
DEPT. OF STATE
JUL 24 1986

1986 JUL 24 AM 11:01

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 143

262939

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Maturity Date 3. (optional):

5/91

1. Debtor(s) (Last Name First and Address(es):
PLAZA WEST ASSOCIATES
D/B/A Annapolis Hotel
126 West Street
Annapolis, MD 21401

2. Secured Party(ies): Name(s) and Address(es):
NEL-CO
The National Exchange Leasing Co.
614 Old Edmondson Avenue
Baltimore, Maryland 21228

4. For Filing Officer: Date, Time, No.: Filing Office

5. This Financing Statement covers the following types (or items) of property:

1 6100 Mailing Machine
1 EMS-5 Scale
1 2491 Prom
1 2492 Prom

NOT SUBJECT TO RECORDATION TAX

☐ Proceeds —

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

GFS LEASING CO.
1900 Sulphur Spring Road
Suite 340
Baltimore, MD 21227

7. ☐ The described crops are growing or to be grown on: *
☐ The described goods are or are to be affixed to: *
• (Describe Real Estate Below).

8. Describe Real Estate Here:

9. Name(s) of Record Owner(s):

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

☐ already subject to a security interest in another jurisdiction when it was brought into this state, or

☒ which is proceeds of the original collateral described above in which a security interest was perfected

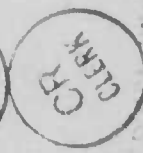
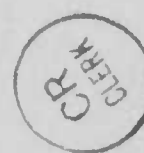
NELCO ATTORNEY IN FACT

NELCO

By George E. Kennedy, vp, Signature(s) of Debtor(s) Kennedy, vp, George E. Kennedy Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

FORM DSCB:UCC-1 (Rev. 8-72)—Approved by Department of State of the Commonwealth of Pa.

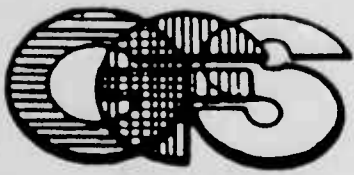


12/2

RECORD CLERK

1986 JUL 24 AM 11:01

E. AUDREY COLLISON CLERK



GFS Leasing, Inc.
1900 Sulphur Spring Rd.
Suite 340 • Beltway Professional Building
Baltimore, MD 21227

BOOK 501 PAGE 142 - A

PHONE: 301-247-9292

ADDENDUM TO UCC 1 FILING:

THIS UCC 1 IS FILED FOR NOTICE PURPOSES ONLY.

IT IS NOT INTENDED TO CREATE A SECURITY

INTEREST. EQUIPMENT IS COVERED BY A LEASE

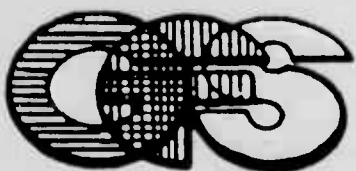
DATED 10/05/85 BETWEEN THE

DEBTOR AND GFS LEASING, INC.

NO RECORDATION TAX IS REQUIRED.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	Maturity Date 3. (optional): 5/91
1. Debtor(s) (Last Name First and Address(es): PLAZA WEST ASSOCIATES D/B/A Annapolis Hotel 126 West Street Annapolis, MD 21401	2. Secured Party (Name(s) and Address(es): NEL-CO The National Exchange Leasing Co. 614 Old Edmondson Avenue Baltimore, Maryland 21228	4. For Filing Officer: Date, Time, No. Filing Office	
5. This Financing Statement covers the following types (or items) of property: 1 6100 Mailing Machine 1 EMS-5 Scale 1 2491 Prom 1 2492 Prom NOT SUBJECT TO RECORDATION TAX <input type="checkbox"/> Proceeds — <input type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) GFS LEASING CO. 1900 Sulphur Spring Road Suite 340 Baltimore, MD 21227 7. <input type="checkbox"/> The described crops are growing or to be grown on: * <input type="checkbox"/> The described goods are or are to be affixed to: * * (Describe Real Estate Below).	
8. Describe Real Estate Here:		9. Name(s) of Record Owner(s):	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input checked="" type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.			
NELCO ATTORNEY IN FACT		NELCO	
By George E. Kennedy, VP, Signature(s) of Debtor(s)		By George E. Kennedy, Signature(s) of Secured Party(ies)	
(1) FILING OFFICER COPY - NUMERICAL			
FORM DSCB-UCC-1 (Rev. 8-72)—Approved by Department of State of the Commonwealth of Pa.			

RECORD FEE 12.00
FILING FEE .50
JUL 24 1986
12-82
1986 JUL 24 AM 11:01
E. AUBREY COLLISON
CLERK



GFS Leasing, Inc.
1900 Sulphur Spring Rd.
Suite 340 • Beltway Professional Building
Baltimore, MD 21227

BOOK 501 PAGE 143 - A

PHONE: 301-247-9292

ADDENDUM TO UCC 1 FILING:

THIS UCC 1 IS FILED FOR NOTICE PURPOSES ONLY.

IT IS NOT INTENDED TO CREATE A SECURITY
INTEREST. EQUIPMENT IS COVERED BY A LEASE

DATED 06/03/86 BETWEEN THE
DEBTOR AND GFS LEASING, INC.

NO RECORDATION TAX IS REQUIRED.

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax
Principal amount of debt secured is:

\$450,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:
JOSEPH A. CONTE, CHRISTINA 4145 Conte Road
L. CONTE, ANTHONY H. CONTE Lothian, Maryland 20820
and DONNA S. CONTE
2. Secured Party: Address:
SECURITY NATIONAL BANK 1130 Connecticut Ave. N.W.
Washington, D.C. 20036
3. Trustee: Address:
Lawrence A. Sinclitico 1130 Connecticut Ave., N.W.
and Janice A. Faust Washington, D.C. 20036
4. This Financing Statement covers:

(a) all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

16-
52

1986 JUL 24 PM12:05
CLERK

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All contracts for the sale of the premises hereinafter described; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.
8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:

Secured Party:

Joseph A. Conte
Joseph A. Conte

SECURITY NATIONAL BANK

Christina L. Conte
Christina L. Conte

Anthony H. Conte
Anthony H. Conte

By: Jean R. Liss
Jean R. Liss,
Vice President

Donna S. Conte
Donna S. Conte

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Security National Bank, 1130 Conn. Ave., N.W., Washington, D.C. 20036, Attn: Jean R. Liss.

"EXHIBIT A"

Lots Nos. 1, 2, 3, 4, 5 and 6, as described on a plat of the subdivision of Lot 3, formerly the "Anne Sellman Tract", near Three Mile Oak, said plat recorded among the Plat Records of Anne Arundel County in Liber F.S.R. 118, folio 259.

Mailed to Secured Party

BOOK 501 PAGE 147

263002

Debtor or Assignor Form

FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax: Principal Amount is \$ _____
- ☐ To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Laurel Racing Associates Limited Partnership	U.S. Route 198 and Racetrack Road Laurel Racecourse P.O. Box 130 Laurel, Maryland 20707

SECURED PARTY (OR ASSIGNEE)

The First National Bank of Maryland —Address: Attn: Loan Department, P.O. Box 1596, Baltimore, MD 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

[See attached Exhibit A]

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

N/A

3. ☒ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

LAUREL RACING ASSOCIATES LIMITED PARTNERSHIP

By: Laurel Racing Assoc., Inc.,
General Partner
By: Frank J. De Francis, President

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY: John W. Wynne

FNB 0860-A

Type or print names under signatures

RECEIVED FOR RECORD
CLERK

18.9.3 1986 JUL 24 PM 12:53

E. AUBREY COLLISON
CLERK

EXHIBIT A

Debtor hereby gives and grants to Secured Party a continuing lien and security interest in and to all of Debtor's property and goods, whether or not in possession of Debtor, wheresoever situated or located, and whether now existing or hereafter acquired (the "Collateral"), including, but not limited to the following:

(1) Inventory. All inventory of every nature, supplies, stock-in-trade, all raw materials, work in process and all items of personal property, which are held for sale or furnished or are to be furnished under contracts of service or sale or lease, and all returned, reclaimed and repossessed goods, whether now in Debtor's possession or control or hereafter acquired by way of replacement, substitution, addition or otherwise;

(2) Equipment, etc. All equipment (including motor vehicles), furniture, fixtures, boilers, electrical generators, office equipment, equipment supplies, goods, machinery, tools and trade fixtures, whether now owned by Debtor or hereafter acquired by way of replacement, substitution, addition, or otherwise, together with all parts and accessories now or hereafter attached to or added thereto;

(3) Accounts, etc. All existing and future accounts, accounts receivable, contract rights, chattel paper, notes,

instruments, documents, contracts, choses in action, returned and unearned insurance premiums, tax refunds and all obligations now or hereafter owing to Debtor, together with all interest of Debtor in goods, the sale or lease of which shall have given or may give rise to such accounts and contract rights;

(4) Leasehold rights. All rights of the Debtor in leases of office space, commercial space, and other portions or parcels of real property, subject to the terms of each such lease.

(5) Intangibles. All present and future general intangibles, including, but not limited to, customer lists, books, records (including, without limitation, all correspondence and credit files, tapes, cards, computer runs, computer programs, and other papers and documents whether in the possession or control of Debtor or any computer service bureau), rights in franchises and sales contracts, patents, copyrights, trademarks, logos, trade names, label designs, brand names, plans, blueprints, trade secrets, licenses, and formulas;

(6) Other Property. All property of Debtor which is or may come into Secured Party's possession, custody, or control; and

(7) Licenses and Permits. All of Debtor's right, title and interest in and to licenses, permits, franchises and

similar authorities held by Debtor or others on behalf of Debtor, used or useful in connection with the operation of Debtor's business, whether now existing or hereafter acquired, including, without limitation, any racing licenses, racing dates awarded by the Maryland Racing Commission and the operation of Laurel Race Course (to the extent that the same are assignable), restaurant licenses, alcoholic beverage licenses and health care licenses.

(8) Proceeds. The proceeds of all of the foregoing.

Mail to Atlantic Title.

263003

BOOK 501 PAGE 151

Debtor or Assignor Form

FINANCING STATEMENT

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal
Amount is \$_____

☐ To Be Recorded in Land Records (For
Fixtures only).

Name of Debtor

Address

Laurel Racing Assoc., Inc.

U.S. Route 198 and Racetrack Road
Laurel Racecourse
P.O. Box 130
Laurel, Maryland 20707

SECURED PARTY (OR ASSIGNEE)

The First National Bank of Maryland —Address: Attn: Loan Department, P.O. Box
1596, Baltimore, MD 21203

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of
property (the collateral):

[See attached Exhibit A]

2. The collateral property is affixed or to be affixed to or is or is to be crops
on the following real estate:

N/A

3. ☒ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee,
if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

LAUREL RACING ASSOC., INC.

THE FIRST NATIONAL BANK OF MARYLAND

By: Frank J. De Francis
Frank J. De Francis, President

By: Frank W. Wymer



FNB 0660-4

Type or print names under signatures

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JUL 24 PM 12:53

E. AUBREY COLLISON
CLERK

12-20-86

EXHIBIT A

Debtor hereby gives and grants to Secured Party a continuing lien and security interest in and to the following property (hereinafter sometimes referred to as "Collateral") of Debtor:

(a) All of Debtor's right, title and interest in and to all licenses, permits and similar authorities which it now holds or may hereafter apply for, acquire or hold either as general partner of the Laurel Racing Associates Limited Partnership (the "Partnership") or as a trustee or nominee for the Partnership, including, without limitation, racing licenses granted or hereafter granted by the Maryland Racing Commission and alcoholic beverage licenses granted or hereafter granted by Anne Arundel or Howard County, Maryland, used or useful in connection with the operation of Laurel Race Course at Laurel, Maryland, and all proceeds arising from any sale or disposition thereof, but only to the extent that Debtor is not precluded by applicable law from granting such security interest; and

(b) All of Debtor's contracts, agreements, rights and leases entered into as general partner of the Partnership or as a trustee or nominee for the Partnership, and all other items of like type and kind, currently existing and hereafter arising or acquired, used or useful in connection with the operation of Laurel Race Course at Laurel, Maryland, and all proceeds arising from any sale or disposition thereof.

Mailed to Secured Party

FINANCING STATEMENT

263004

TO: _____ Financing Records, State Department of
Assessments and Taxation

☒ _____ Financing Records, Circuit Court of Anne
Arundel County, Maryland

_____ Land Records, Circuit Court of Anne Arundel
County, Maryland

_____ Financing Records, Circuit Court of Baltimore
County, Maryland

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

34.00

JUL 23 1986 11:57

JUL 24 86

THIS FINANCING STATEMENT, dated the 23rd day of July, 1986, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

CRAINMONT LIMITED PARTNERSHIP, a Maryland limited partnership
5820 Southwestern Boulevard
Arbutus, Maryland 21227

2. Secured Party's name and address:

YORK ASSOCIATES, INC.
3201 New Mexico Avenue, N.W.
Washington, D.C. 20016

3. Maturity date of obligation: August 1, 2021.

4. This financing statement covers the following types (or items) of property:

All of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-condition and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all

CR
CLERK

1986 JUL 24 PM 1:04

S. AUGUST COLLISON
CLERK

34-2

thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or usable in connection with the operation of Village Square Townhouses I & II, located in Glen Burnie, Maryland.

5. The above described goods are affixed or to be affixed to the improvements on the land located in the County of Anne Arundel, State of Maryland, and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

DEBTOR

CRAINMONT LIMITED PARTNERSHIP, a
Maryland limited partnership

By: David C. Browne (SEAL)
David C. Browne
General Partner

SECURED PARTY

YORK ASSOCIATES, INC., a
District of Columbia corporation

By: Frank E. Warfield (SEAL)
Frank E. Warfield
Senior Vice President

EXHIBIT A

Description of Townhouse
Areas of the Plat of
Crainmont Apartments
Third Election District
Anne Arundel County, Maryland

Beginning for the first at a point on the southeasterly side of Crain Highway where it is intersected by the northeasterly line of the, now or formerly, Bryan Thomas Property, said point also being 40.00 feet right of 41+00.25 of the base line of right-of-way of Maryland Route 3 (Business), Glen Burnie By-Pass to Hospital Drive, Contract Number AA-779-004-571, State Roads Commisison Plat No. 45039, said point also being distant North 27 degrees 59 minutes 10 seconds East 959.69 feet from point 3 as shown on the Plat of Crainmont Apartments dated February, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Folio 23, thence running and binding with said Plat 45039 the following three courses and distances, viz

1) with a curve to the right, having a radius of 23,203.73 feet, an arc of 149.50 feet and a chord bearing and distance of North 38 degrees 08 minutes 19 seconds East 149.50 feet, thence

2) North 63 degrees 51 minutes 09 seconds East 6.58 feet, thence

3) South 52 degrees 52 minutes 24 seconds East 50.02 feet to a point distant North 49 degrees 23 minutes 50 seconds West 201.98 feet from point 7 as shown on the abovementioned plat of Crainmont Apartments, thence running and binding on Crainmont Drive as shown on said Plat the following five courses and distances, viz

4) South 49 degrees 23 minutes 50 seconds East 201.98 feet, thence

5) with a curve to the right, having a radius of 216.90 feet, an arc of 81.05 feet and a chord bearing and distance of South 38 degrees 41 minutes 30 seconds East 80.58 feet, thence

6) South 27 degrees 59 minutes 10 seconds East 443.00 feet,
thence

BOOK 501 PAGE 156

7) with a curve to the right, having a radius of 346.00 feet, an arc of 220.42 feet and a chord bearing and distance of South 09 degrees 44 minutes 10 seconds East 216.71 feet, thence

8) South 08 degrees 30 minutes 50 seconds West 9.10 feet to a point on the northeastern corner of the Recreation Area as shown on said Plat 35/23, thence leaving said Crainmont Drive and running and binding on the north line of said Recreation Area

9) North 81 degrees 29 minutes 10 seconds West 223.62 feet to a point on the abovementioned northeasterly line of the, Bryan Thomas Property, thence running with part of said line,

10) North 27 degrees 59 minutes 10 seconds West 775.39 feet to the point of beginning.

Containing 209,457 square feet or 4.8085 acres of land more or less.

Subject to a 20 foot wide storm drain easement as shown on the abovementioned Plat 35/23.

Subject to "Stewart Burying Grounds" as shown on the abovementioned Plat 35/23 and being more particularly described as follows.

Beginning at a point distant North 72 degrees 42 minutes 49 seconds West 59.24 feet from the end of the abovementioned fourth or South 49 degrees 23 minutes 50 seconds East 201.98 foot line, thence

1) South 05 degrees 16 minutes 10 seconds East 50.00 feet, thence
2) South 84 degrees 43 minutes 50 seconds West 50.00 feet, thence
3) North 05 degrees 16 minutes 10 seconds West 50.00 feet, thence
4) North 84 degrees 43 minutes 50 seconds East 50.00 feet to the point of beginning.

Containing 2,500 square feet or 0.0574 acres of land more or less.

Leaving a total area of 206,957 square feet or 4.7511 acres of land more or less.

Beginning for the second on the northeasterly side of Crainmont Drive at the southernmost point of a 15 foot wide right-of-way as shown on the abovementioned Plat 35/23 as point 27, thence running and binding on said 15 foot right-of-way and running and binding with said plat 35/23

1) North 41 degrees 05 minutes 50 seconds East 281.05 feet to a point on the southwesterly line of the former Mary Robb Property, thence leaving said 15 foot wide right-of-way and running and binding on said southwesterly line and running and binding on said Plat 35/23

2) South 26 degrees 15 minutes 45 seconds East 732.37 feet to a point on the northern right-of-way line of Nolpark Road, thence leaving the abovementioned former Mary Robb Property and running and binding with said northern right-of-way line of Nolpark Road the following three courses and distances, viz;

3) South 63 degrees 44 minutes 15 seconds West 99.36 feet, thence

4) with a curve to the right, having a radius of 727.55 feet, an arc of 128.53 feet and a chord bearing and distance of South 68 degrees 47 minutes 53 seconds West 128.33 feet, thence

5) with a curve to the right, having a radius of 20.00 feet, an arc of 29.30 feet and a chord bearing and distance of North 64 degrees 10 minutes 25 seconds West 26.75 feet to a point on the northeastern right-of-way line of the abovementioned Crainmont Drive, 60 feet wide, thence leaving Nolpark Road right-of-way and running and binding on said Crainmont Drive right-of-way;

6) with a curve to the left in a northwesterly direction with a radius of 406.00 feet for a distance of 40.96 feet the arc of which is subtended by a chord bearing North 25 degrees 05 minutes 45 seconds West 40.95 thence;

7) North 27 degrees 59 minutes 10 seconds West 551.06 feet to the point of beginning.

Containing 169,438 square feet or 3.8898 acres of land more or less.

Beginning for the third at point 17 as shown on the
aforementioned Plat 35/23, said point being on the eastern
right-of-way line of Crainmont Drive, 60 feet wide, thence running
and binding on said right-of-way line

BOOK 501 PAGE 158

1) with a curve to the left, having a radius of 368.00 feet, an
arc of 140.11 feet and a chord bearing and distance of North 31
degrees 06 minutes 24 seconds East 139.27 feet, thence leaving said
right-of-way line and running through and across the aforementioned
Plat 35/23 the following three courses and distances, viz

2) South 73 degrees 45 minutes 00 seconds East 209.96 feet,
thence

3) South 16 degrees 15 minutes 00 seconds West 121.18 feet,
thence

4) South 06 degrees 04 minutes 20 seconds East 31.00 feet to a
point on the 50 Year Flood Plain as shown on said Plat 35/23,
thence running and binding on said Flood Plain the following three
courses and distances, viz;

5) South 83 degrees 55 minutes 40 seconds West 103.00 feet,
thence

6) North 66 degrees 59 minutes 10 seconds West 122.77 feet,
thence

7) South 40 degrees 25 minutes 50 seconds West 253.69 feet to a
point on the South 27 degrees 59 minutes 10 seconds East 994.65
foot line of said Plat 35/23, said point being distant from the
beginning of said line 313.00 feet, thence running and binding in
part on said 994.65 foot line,

8) North 27 degrees 59 minutes 10 seconds West 103.00 feet to a
point on the aforementioned eastern right-of-way line of Crainmont
Drive, 60 feet wide, thence leaving said 994.65 foot line and
running and binding on said eastern right-of-way line the following
three courses and distances, viz

9) North 62 degrees 00 minutes 50 seconds East 68.00 feet, thence

10) with a curve to the left, having a radius of 213.50 feet, an
arc of 74.53 feet and a chord bearing and distance of North 52
degrees 00 minutes 50 seconds East 74.15 feet, thence

11). North 42 degrees 00 minutes 50 seconds East 100.00 feet to the point of beginning.

BOOK 501 PAGE 159

Containing 56,336 square feet of 1.2933 acres of land more or less.

Subject to existing Harold Court.

Subject to existing Kramer Court.

Subject to Utility Easements by deed dated January 8, 1970 and recorded among the land records of Anne Arundel County, Maryland in Liber 2332 at Folio 86.

Subject to underground electric and telephone lines by deed dated November 22, 1971 and recorded among the land records of Anne Arundel County, Maryland in Liber 2456 at Folio 817.

Subject to 10 foot wide Storm Drain Easement and a 20 foot wide Sanitary Sewer Easement as shown on said Plat 35/23.

Beginning for the fourth at a point distant North 27 degrees 59 minutes 10 seconds West 91.57 foot from point 1 as shown on said Plat 35/23, thence

1) North 27 degrees 59 minutes 10 seconds West 434.08 feet to a point on the 50 Year Flood Plain as shown on said Plat 35/23, thence with said Flood Plain the following four courses and distances, viz;

2) North 21 degrees 16 minutes 20 seconds East 93.22 feet, thence

3) North 45 degrees 51 minutes 40 seconds East 117.45 feet, thence,

4) North 84 degrees 03 minutes 00 seconds East 178.46 feet, thence,

5) North 78 degrees 49 minutes 20 seconds East 101.40 feet, thence leaving said Flood Plain and running through and across said Plat 35/23 the following four courses and distances, viz

6) South 11 degrees 10 minutes 40 seconds East 60.00 feet, thence

7) South 32 degrees 54 minutes 20 seconds East 175.43 feet, thence

- 8) South 39 degrees 45 minutes 40 seconds West 30.95 feet, thence
9) South 50 degrees 14 minutes 20 seconds East 101.00 feet to a
point on the North 39 degrees 45 minutes 40 seconds East 802.13
foot line of said Plat 35/23, thence running and binding on part of
said 802.13 foot line
10) South 39 degrees 45 minutes 40 seconds West 371.78 feet,
thence
11) South 85 degrees 10 minutes 20 seconds West 118.99 feet to the
point of beginning.

Containing 207,233 square feet of 4.7574 acres of land more or
less.

Subject to existing Boschert Court.

Subject to a 20 foot wide Sanitary Sewer Easement as shown on
said Plat 35/23.

Subject to a 15 foot Utility Easement by deed dated January 8,
1970, and recorded among the land records of Anne Arundel County,
Maryland in Liber 2332 at Folio 86.

Subject to a 15 foot Utility Easement by deed dated June 14,
1971, and recorded among the land records of Anne Arundel County,
Maryland in Liber 2458 at Folio 772.

Containing a total area of 639,964 square feet or 14.6916 acres of
land more or less.

Being a part of the land which by deed dated November 21, 1967
was conveyed by KAYBEE HOMES, INC., a body corporate to CRAINMONT
APARTMENTS, a Limited Partnership wherein Jerome S. Cardin, Robert
E. Kanode and Morton J. Macks are Limited Partners and David C.
Browne is the General Partner, and recorded among the Land Records
of Anne Arundel County, Maryland in Liber 2125 at Folio 417.



Mail to Inant Warfield.

FINANCING RECORDS
192899

BOOK 501 PAGE 161

263005

Not to be recorded
in Land Records

Not subject to recordation
tax

This financing statement evidences a grant of a security interest in a Purchase Money Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:

Leroy M. Merritt

Address:

2066 Lord Baltimore Drive
Baltimore, Maryland 21207

2. Secured Parties:

The First National Bank
of Maryland

Patricia A. Brian,
Trustee

Anna M. Marcellino,
Trustee

Address of all Secured
Parties:

c/o The First National Bank
of Maryland
25 South Charles Street
Baltimore, Maryland 21201
Attention: Commercial Real
Estate Division
BANC #101-820

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems,

73476:07/03/86
3070-01-861

-1-

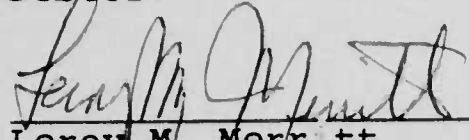
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1986 JUL 24 PM 3:52
E. AUBREY COLLISON
CLERK

recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a purchase money deed of trust and security agreement given by Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 7.45 acres known as 821-832 Oregon Avenue, located in the Oregon Avenue Business Center, Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:



 Leroy M. Merritt

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
 Amount is \$ 7,500.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
 Barcelona Trading Company, Inc.
 Jon E. Phillips, President and Individually

Address
 326- First Street, Suite 18
 Annapolis, Md. 21403

Secured Party
 Farmers National Bank of Maryland

Address
 5 Church Circle
 Annapolis, Md. 21401

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
 list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1 600-VX4096 VXPC Graphics Board
 1 PC Point Software
 1 600 VXM 19 Electrohome Monitor
 1 600 VXTB 11" X 11" Graphics Tablet

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Barcelona Trading Company Inc.

BY: Jon E. Phillips, President

BY: Jon E. Phillips, Individually

Secured Party (or Assignee)

FARMERS NATIONAL
 BANK OF MARYLAND

BY: Sue Adams, Manager, Eastport Office

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

RECORD FEE 12.00
 MD TAX 52.50
 POSTAGE 1.00
 JUL 24 1986

1986 JUL 24 PM 3:56

E. AUGREY COLLISON
 CLERK

12
 5280

BOOK 501 PAGE 164

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Snead, Robert H. Ellis, Donna L. 600 N. Roosevelt Blvd. #216 Falls Chrch, VA 22044	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 #17405 C777 801 T08:37 JUL 25 86 7/18/86
4. This statement refers to original Financing Statement bearing File No. 251862 FK473 PG29 Filed with Anne Arundel Co Date Filed 4/30 1984		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____ Signature(s) of Secured Party(ies)

BERKELEY FEDERAL SAVINGS & LOAN

200800.

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

C.L.
CLERK

RECEIVED FOR RECORD
CLERK COUNTY & J. COUNTY
1986 JUL 25 AM 10:16
E. AUBREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		
		Maturity date (if any):
1. Debtor(s) Name (Last Name First) GOOSE BAY AGGREGATES, INC.	2. Debtor(s) Complete Address(es) 4516 S STREET P. O. BOX 8549 BEAVER HEIGHTS, MD. 20743	
3. & 4. Secured Party(ies) and Complete Address(es) FIRST AMERICAN BANK, N.A. 740 15TH STREET, N.W. WASHINGTON, D.C. 20005-1097	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
<p>7. This financing statement covers the following types (or items) of property: (Describe)</p> <p>ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, AND GENERAL INTANGIBLES AND ALL PROCEEDS THEREOF WHETHER NOW OWNED OR HEREINAFTER ACQUIRED.</p> <div style="text-align: right; margin-top: 20px;"> <p>RECORD FEE 11.00 JUL 25 86</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>Mailed to Secured Party</p> </div>		
<p>8a. (XX) Proceeds are also covered. 8b. (XX) Products of collateral are also covered.</p>		No. of additional sheets presented. ()
<p>Filed with Circuit Court Clerk of ANNE ARUNDEL County; 288</p>		
<p>9. Transaction is (), is not (XX), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.</p>		
<p>10. This statement is to be returned after recordation to: MARGARET MARY SCELZO, VICE PRESIDENT FIRST AMERICAN BANK, N.A. 740 15TH STREET, N.W. WASHINGTON, D.C. 20005-1097</p>		
<p>Signature(s) of Debtor(s)</p> <p>GOOSE BAY AGGREGATES, INC.</p>	<p>Signature(s) of Secured Party(ies) or Assignee(s)</p> <p>First American Bank, N.A., Washington, D.C.</p>	
<p>By: <i>Richard C. Morange</i></p> <p>6-30-86</p>	<p>by <i>[Signature]</i></p> <p>MARGARET MARY SCELZO, VICE PRESIDENT</p>	

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures

To Be Recorded in
Land Records

For Filing Officer Use
File No. _____

Date & Hour _____

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of original financing statement 252797

Date of Filing July 24, 1984

Record References Book: 475, Page: 200

Maturity Date (if any) _____

Name(s) of Debtor(s) or Assignor(s)
(last name first)

No. Street City State

Eastern Computer Sales & Supply, Inc.

1083 West Annapolis MD

RECEIVED RE 10.00
POSTAGE .50

AT 1007 CTT 201 708:38

Name of Secured Party or Assignee

No. Street City State 25 84

Annapolis Federal Savings and Loan

140 Main Annapolis MD

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

DEBTOR(S) OR ASSIGNOR(S)
Eastern Computer Sales & Supply, Inc.
Willaim D. Duncan, President

Type or Print Name Under Signature

Annapolis Federal Savings and Loan
Corporate, Trade, or Firm Name

Signature of Secured Party or Assignee

Senior Vice President

Owner, Partner, or Officer & Title

(Signatures Must Be In Ink)

Mailed to Secured Party

STATE OF MARYLAND

263003

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐FILED WITH: CLK. CIRC. COURT/ANNE ARUNDEL CNTY., MD
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SCANDINAVIAN GALLERY, INC.

Address 2114 Generals Highway, Annapolis, MD

2. SECURED PARTY

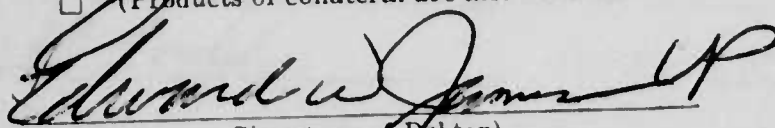
Name FLEET CREDIT CORPORATION

Address 111 Westminster Street Providence, RI 02903

(07)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All equipment as listed on Schedule "A" attached hereto and made a part hereof.
This equipment is owned by Fleet Credit Corporation and is being leased to Scandinavian Gallery, Inc. under a true lease. This filing is a memo of the lease transaction.CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)
(Signature of Debtor)

SCANDINAVIAN GALLERY, INC.

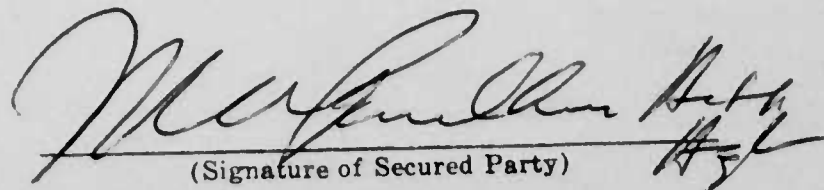
Type or Print Above Name on Above Line

EDWARD W. JAMES

(Signature of Debtor)

U.P. Finance

Type or Print Above Signature on Above Line


(Signature of Secured Party)

FLEET CREDIT CORPORATION

Type or Print Above Signature on Above Line

RECORDED
INDEXED
1986 JUL 25 AM 10:17
E. AUBREY COLLISON
CLERK

SCHEDULE "A"
TO UCC-1 FINANCING STATEMENT

4000362607
NAME: SCANDINAVIAN GALLERY,

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which SCANDINAVIAN GALLERY, INC. is Debtor and Fleet Credit Corporation is Secured Party.

(39) 5160-88 PC/XT SER. NOS.

.

(56) 5151-001 DISPLAYS SER. NOS.

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.

(53) 4201-001 PRO-PRINTERS SER. NOS.

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(68) 5875-MMA 5250 ENHANCED EMULATION KITS

(20) 5865-001 MODEMS SER. NOS.

.

.

(22) 5294-001 CONTROL UNITS

.

(15) 5291-200 DISPLAY STATIONS SER. NOS.

.

(2) 5224-002 240 LPM PRINTERS SER. NOS.

(14) 5170-099 PC/AT's

.

.

AND ALL ACCESSORIES AND ATTACHMENTS TO ALL OF THE ABOVE

This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

Debtor: SCANDINAVIAN GALLERY,
INC.

Secured Party: Fleet Credit Corporation

By:

Title:

By:

Title:

(39) 5160-88 PC/XT SER. NOS. 14408, 22528, 31419, 25368, 29315, 40872, 16296, 16671, 16524, 14323, 15581, 30490, 28683, 28718, 15010, 16487, 31409, 28578, 31415, 27349, 29697, 40866, 16209, 16679, 28733, 28723, 28692, 24035, 22539, 28700, 31231, 17056, 28523, 29686, 28661, 29365, 29584, 31422, 22546.

(56) 5151/001 DISPLAYS SER. NOS. 87748, 87071, 87094, 87745, 87760, 87063, 87067, ~~87749, 87743, 87069, 87725, 86960, 87384, 87056,~~ 67034, 87151, 87157, 86845, 87750, 87190, 87255, 87206, 87193, 87763, 87228, 87224, 87231, 87749, 87070, 87076, 87084, 87060, 73627, 74561, 86950, 87150, 87055, 87031, 87015, 87057, 87052, 87032, 87037, 87747, 87736, 87060, 87742, 79968, 66977, 87086, 87068, 87227, 87062, 87371, 87738, 87351

(53) 4201/001 PRO-PRINTERS SER. NOS. 53612, 53633, 53632, 53606, 53681, 53637, 52723, 53740, 53731, 53685, 53642, 52719, 53693, 53711, 41800, 53631, 41787, 41791, 53691, 41796, 53736, 53609, 53683, 53733, 53737, 53821, 53708, 53641, 53682, 53645, 53643, 53832, 53734, 53738, 53729, 53635, 52853, 53692, 53694, 53856, 53640, 53610, 53638, 53466, 53680, 53608, 53679, 53689, 53634, 53735, 53739, 53646, 53700,

(68) 5875-MMA 5250 ENHANCED EMULATION KITS

(20) 5865-001 MODEMS SER. NOS. 75592, 75595, 75585, 75584, 72479, 75467, 70423, 72714, 75590, 75593, 73854, 73529, 75588, 73851, 74629, 21832, 75597, 75589, 75596, 73526

(22) 5294-001 CONTROL UNITS SER. NOS. 21842, 21836, 21835, 21840, 21830, 21828, 21829, 21841, 21907, 21837, 21827, 21833, 23524, 21838, 21831, 23523, 73906, 21839, 21862, 21863, 21843, 21834

(15) 2191-002 DISPLAY STATIONS SER. NOS. FC439, EX003, EX005, FC440, EY408, FC449, EX232, EX221, 47665, EX222, EX016, EX217, FC435, FC443, FC448

(2) 5224-002 240 LPM PRINTERS SER. NOS. 90088, 88266

(14) 5170-099 PC/AT's SER. NOS. 78958, 37223, 73269, 70407, 71872, 23062, 187897, 68378, 35653, 14657, 44616, 29314, 19945, 17588

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

263010

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Chesapeake Telephone Systems, Inc.

(Name or Names)

Suite 1, Route Three Center, 124 Md. Rte. 3 South, Millersville, Md. 21108

(Address)

LESSEE

(Name or Names)

(Address)

2. LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 212343. ASSIGNEE (if any)
of LESSOR

(Name or Names)

(Address)

RECORD FEE 11.00
FEE 1.50
TOTAL 12.50
JUL 27 86

4. This financing Statement covers the following types (or items) of property:

- 1 - Used Canon VP 2000 Word Processor S/N 1201007
- 1 - Used Canon AP 400 Electronic Typewriter S/N 82019812
- 1 - Used Mita Model 213 RE Copier S/N 37009515

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Chesapeake Telephone Systems, Inc.CHESAPEAKE INDUSTRIAL LEASING CO., INC.By: Dennis J. Nolte

President

Dennis J. Nolte

(Title)

By: Brian G. Connelly

Manager

Brian G. Connelly

(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____

Return to: Lessor

(Title)

(Type or print name of person signing)

Mailed to Secured Party

11/80

263011

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of \$20,000.00.

1. Name of Debtor(s): Troese Title Services of Annapolis, Inc.
 Address: 2083 West Street, Suite 5G
 Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: ~~2001 George Avenue~~
~~Silver Spring, Maryland 20910~~

209 Main Street
 Annapolis, MD 21401

RECORDED 12.00
 INDEXED 140.00
 FILING 50

1714-071 R01 T08447
 JUL 25 86

3. This Financing Statement covers the following types (or items) of property: Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. Furniture and Fixtures. All of the Debtor's Furniture and Fixtures, of every type and description, now owned and hereafter acquired, all present and future substitutions thereof, and all proceeds thereof in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Troese Title Services of Annapolis, Inc.

By: *Ellen P. Freit*
 Ellen P. Freit, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *David E. Klein*
 David E. Klein, Senior Branch Officer
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



1714-071 R01 T08447

1986 JUL 25 AM 10:17

E. AUSLEY COLLISON
 CLERK

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ Intended As Security _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSEE

Name Ambergis, Inc. t/a Armadillo's

Address 132 Dock Street, Annapolis, Maryland 21401

2. SECURED PARTY - LESSOR

Name Nelco Corporation

Address P.O. Box 537, Laurel, Maryland 20707-0537

Return To: FCA, P.O. Box 508, Balto., Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Model C61HWP Ice-O-Matic ice machine
Serial No. D613-01479W
- 1 Model 800P Follett ice bin
Serial No. 93940

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Ambergis, Inc. t/a Armadillo's

(Corporate or Trade Name)

[Signature]

(Signature of Debtor)

JONATHAN WILKS

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Nelco Corporation

Howard E. Nelson, Pres.

(Signature of Secured Party)

Howard E. Nelson

Type or Print Above Signature on Above Line

Mailed to Secured Party



FILED JUL 25 1986

1986 JUL 25 AM 10:17

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR

Arnold C. Gay Yacht Yard, Inc.

ADDRESS

1 Shipwright St. Annapolis, Md. 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: 1824 George Avenue
ANNAPOLIS, MARYLAND.

1. This Financing Statement covers the following kind or types of property (the collateral), now or hereafter held by the Debtor, as inventory: and also all proceeds resulting from the sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including (but not limited to) boats, automobiles, trucks, and all appliances, equipment accessories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items repossessed in the Debtor's possession to which secured party has title or in which the secured party has a security interest.

2. The Collateral property is affixed or to be affixed to or is to be crops on the following real estate:

3. X Proceeds of the collateral are also specifically covered
Products

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Arnold C. Gay Yacht Yard, Inc.

BY: Arnold C. Gay

Arnold C. Gay, President

BY: Julia W. Gay

Julia W. Gay, Vice President

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST CO.

BY: E. R. AmadioTITLE E. R. Amadio, Vice President

RECORD FEE 11.00
FILING 1.50
1986 JUL 25 10:02
JUL 25 86

1986 JUL 25 AM 10:18
CLERK

Mailed to Secured Party



MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

263011

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Linthicum Ferndale Auto Body, Inc. 7178 B & A Boulevard
 Ferndale, Maryland 21061

6. Secured Party Address
 Maryland National Bank Church Circle
 Attention: Vicki Johnson Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Linthicum Ferndale Auto Body, Inc.

Richard D. Laughery, Sr. (Seal)
 Richard D. Laughery, Sr., Pres.

____ (Seal)

____ (Seal)

____ (Seal)

Secured Party
 Maryland National Bank

V. Ann Canty (Seal)

V. Ann Canty, Assistant Vice President &
 Type name and title Manager

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 JUL 25 AM 10:22

E. AUBREY COLLISON
 CLERK

263015

BOOK 501 PAGE 175

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
Amount is \$ 20,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

J. G. CHACONAS, M.D., PA
BY: Dr. James G. Chaconas

Address

1521 Ritchie Highway
Arnold, Md. 21012

1986 JUL 25 PM 2:35
A. COLLISON
CLERK

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

- 1 - DOW Biochemistry Analyzer System, Model # 1202
- 1 - CELL-DYN Hematology Analyzer, Model # 500
- 1 - SERAGEN (K+ & Na+) Analyzer, Model Quick-Lyte

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
TOTAL DUES 151.50
JUL 25 1986

Debtor (or Assignor)
J. G. CHACONAS, M.D., PA

BY: Dr. James G. Chaconas

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *R. Michael Shymansky*
R. Michael Shymansky - Assistant Vice-Pres.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11/12
140.00
30

~~ADD~~
FINANCING
A A Co.
263016

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s): Chestnut Hill Associates (formerly Chestnut Hill Limited Partner-
Name or Names—Print or Type ship
c/o Jeffrey C. Selby, Monumental Title Building
Address—Street No., _____ City - County _____ State _____ Zip Code _____
650 Ritchie Highway, Severna Park, MD 21146
Name or Names—Print or Type _____
Address—Street No., _____ City - County _____ State _____ Zip Code _____
2. Secured Party: Municipal Savings and Loan Association
Name or Names—Print or Type _____
115 East Joppa Rd. Towson, MD 21204
Address—Street No., _____ City - County _____ State _____ Zip Code _____
Attn: John McClean
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All furniture, fixtures and personal property of the Debtor.
4. If above described personal property is to be affixed to real property, describe real property.
Fitz Court Unit T-2, Building 101; Unit T-2, Building 105; and Units 101, 103 and 104, Building 103 of Chestnut Hill Condominium, Phase I, recorded among the plat records of Baltimore County in Plat Book 7, folios 122-124.
5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S):

Jeffrey C. Selby
(Signature of Debtor)

Jeffrey C. Selby, General Partner
Type or Print

Robert F. Suchman
(Signature of Debtor)

Robert F. Suchman, General Partner
Type or Print

SECURED PARTY:



(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address J. Michael Brennan, Esq.
Cook, Howard, Downes and Tracy
210 Allegheny Avenue
P.O. Box 5517
Towson, Maryland 21204

LJ-600a Bros. Form F-1

Mailed to Secured Party

Anne Arundel Co.
5/30/86

STATE OF MARYLAND

BOOK 501 PAGE 177

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261805

RECORDED IN LIBER 498 FOLIO 72 ON 5/14/86 (DATE)

1. DEBTOR

Name James F. Knott Development Corp.

Address 110 West Road, Baltimore, Maryland 21204

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address 8531 Pulaski Highway, Baltimore, Maryland 21237

Union Trust Company of Maryland, P. O. Box 22497, Baltimore, Maryland 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above. Attention: T0508

3. Maturity date of obligation (if any)

CHECK [] FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>Union Trust Company of Maryland P. O. Box 22497 Baltimore, Maryland 21203</p>	

RECORD FEE 10.00
FEE 30

RECEIVED 0771 R01 T08:28
JUL 29 86

Mailed to Secured Party

Alban Tractor Co., Inc.

Dated 5/30/86

Mark N. Welsh
(Signature of Secured Party)

Mark N. Welsh

Type or Print Above Name on Above Line

BOOK 501 PAGE 178



This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Sperry Corporation 1290 Avenue of the Americas New York, New York 10104	2. Secured Party(ies) and address(es) (16) - 12/85 Citicorp Leasing, Inc. 450 Mamaroneck Avenue Harrison, New York 10528	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. 30569 478-184
Filed with Clk of Cir. Crt Date Filed 19

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

The original financing statement is being amended to include the equipment identified on Schedule "A" attached.

RECORD FEE 10.00
JUL 29 1986

No. of additional Sheets presented: (1)

Sperry Corporation
By: R. L. Strickland
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Citicorp Leasing, Inc.
By: James R. [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

MLPCOM
EQUIPMENT LIST
DAHC26-81-C-0007
SCHEDULE - A

<u>TYPE/FEATURE</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>		
F2783-95	.5MB Memory Exp.	7677	7598	7701
		7666	7582	7718
		7683	7510	7591
		7611	7605	7732
		7636	7595	7733
		7627	7584	7717
		7593	7564	865741
		7665	7585	7750
		7606	7586	7751
		7699	7565	7753
		7589	7601	7735
		7624	7604	7637
		7682	7587	7512
		7597	7734	7649
		7684	7651	
		7700	7583	
		7608	7650	
		7590	7716	
F2783-96	.5MB Memory Exp.	7615	7647	12779
		7702	7806	12792
		7742	7452	12793
		7740	7724	12775
		7690	7674	12772
		7641	7801	12778
		7730	7794	12771
		7653	7803	12769
		1269	865448	12783
		7788	865454	12786
		7786	865442	12803
		7768	7689	12790
		7780	865445	12785
		7769	865451	
		7789	7726	
		7754	865457	
		7785	865460	
		7777	12780	
		7455		

Mailed to Secured Party

1117 Council

STATE OF MARYLAND

BOOK 501 PAGE 186

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256990

RECORDED IN LIBER 486 FOLIO 85 ON June 12, 1985 (DATE)

1. DEBTOR

Name State of Maryland Comptroller of the Treasury

Address State Income Tax Bldg. Annapolis, MD 21401

2. SECURED PARTY

Name MUNICIPAL Leasing Corporation

Address 8260 Greensboro Drive, McLean, VA 22102

RECORD FEE 10.00
POSTAGE .50
#17739 C771 R01 T08:31
JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒ XXXX
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Union Tidewater Financial Company
10. El Baltimore, Street
Baltimore, MD 21203

83-484 #20

See equipment listed on original financing statement

Mailed to Secured Party

Dated

MUNICIPAL LEASING CORPORATION

(Signature of Secured Party)

Type or Print Above Name on Above Line



1986 JUL 29 AM 9:00
E. AUGREY COLLISON
CLERK

STATE OF MARYLAND

COUNTY
86041102

BOOK 501 PAGE 181

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261196

RECORDED IN LIBER 496 FOLIO 541 ON 4/9 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Bldg., Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive, Suite 225, McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Farmers and Mechanics National Bank
154 North Market Street
Frederick, MD 21701

MLC CONTRACT NO. 83-484M, #35

Mailed to Secured Party

Dated March 28, 1986

Melissa Aston
(Signature of Secured Party)

Melissa Aston
Type or Print Above Name on Above Line

RECORD FEE 10.00
POSTAGE 50
1117740 0777 R01 108:31
JUL 29 86

1986 JUL 29 AM 9:00

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 501 PAGE 182

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258921RECORDED IN LIBER 490 FOLIO 599 ON 10/23/85 (DATE)

1. DEBTOR

Name State of Maryland, Administrative Office of the Courts, Judicial Information Systems
Address 229-35 Hanover Street, Annapolis MD 21401

2. SECURED PARTY

Name Municipal Leasing CorporationAddress 8260 Greensboro DriveMcLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐
(Indicate whether amendment, termination, etc.)Union Tidewater Financial Co,
10 E. Baltimore Street
Baltimore MD 21203See equipment listed on original financing statement.
81-291M Sch,-9

Dated _____

Mailed to Secured Party
MUNICIPAL LEASING CORPORATION
~~UNION TIDEWATER FINANCIAL CO~~
Melina Luth
(Signature of Secured Party)

Type or Print Above Name on Above Line

RECORD FEE 10.00
POSTAGE .50
#17741 0777 ROL 108-132
JUL 29 861986 JUL 29 AM 9:00
E. AUBREY COLLISON
CLERKU.L.
CLERK

STATE OF MARYLAND

BOOK 501 PAGE 183

87 COUNTY

86031004

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 495 FOLIO 590 ON March 14, 1986 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Bldg., Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive, Suite 225, McLean, VA 22102

RECORD FEE

10.00

POSTAGE

.50

#11742 0777

ROL 108:33

JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Farmers and Mechanics National Bank
154 North Market Street
Frederick, MD 21701

MLC CONTRACT NO. 83-484M, #29

G. L. CLERK

1986 JUL 29 AM 9:00

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Dated March 28, 1986

Melissa Aston
(Signature of Secured Party)

Melissa Aston

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 501 PAGE 184

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257125

RECORDED IN LIBER 486 FOLIO 282 ON June 20, 1985 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Building Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive McLean, VA 22102

RECORD FEE 10.00
POSTAGE .50
#17743 0777 R01 108:33
JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐

(Indicate whether amendment, termination, etc.)

Union Tidewater Financial Company
10 E. Baltimore St.
Baltimore MD 21203

83-484M #24

See equipment listed on original financing statement

Mailed to Secured Party

MUNICIPAL LEASING CORPORATION

Dated _____

Melina Calkin
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 501 PAGE 185

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258923

RECORDED IN LIBER 491 FOLIO 1 ON 10/23/85 (DATE)

1. DEBTOR

Name Anne Arundel County, Ann Arundel Center, Room 303Address Annapolis, MD 21404-1831

2. SECURED PARTY

Name Municipal Leasing CorporationAddress 8260 Greensboro DriveMcLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

termination

85-900M A-2

G. L.
CLERK

1986 JUL 29 AM 9:00

E. AUDREY COLLISON
CLERK

Dated _____

Mailed to Secured Party
MUNICIPAL LEASING CORPORATIONMelanie Costin
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with: Anne Arundel County

STATE OF MARYLAND

BOOK 501 PAGE 186

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 21263

RECORDED IN LIBER C777 FOLIO R02 ON April 21, 1986 (DATE)

1. DEBTOR

Name Anne Arundel County, Maryland
Arundel Center

Address Calvert & Northwest Streets, Annapolis, Maryland 21404

RECORD FEE 12.00
POSTAGE .50
#17746 C777 R01 108:38
JUL 29 86

2. SECURED PARTY

Name Sovran Leasing Corporation
1510 Willow Lawn Drive

Address P. O. Box 8765
Richmond, Virginia 23226
ATTN: Susan J. Ladd

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

#96013

To add the following Serial Numbers:
See attached

APPROVED FOR FORM AND
LEGAL SUFFICIENCY
COUNTY SOLICITOR
ANNE ARUNDEL COUNTY, MARYLAND

BY *[Signature]* 4/15/86
TE

ANNE ARUNDEL COUNTY, MARYLAND

SOVRAN LEASING CORPORATION

BY: *Adrian G. Teel*
Adrian G. Teel, Director of Admin.

Dated 4/16/86

[Signature]
(Signature of Secured Party)

J. Harold McKissick, President
Type or Print Above Name on Above Line

SCHEDULE OF EQUIPMENT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK

501

PAGE 157

Conditional Sales Contract #96013

PAGE 2 of 2

<u>QUANTITY</u>	<u>EQUIPMENT LOCATION</u>	<u>SERIAL NUMBER</u>
Continued		
1	Annapolis Neck Branch 269 Hillsmere Drive Annapolis, Maryland 21403	06860014474
1	Maryland City Branch 3421 Fort Meade Road Laurel, Maryland 20707	0685080868
1	Riviera Beach Branch 8690 Fort Smallwood Road Pasadena, Maryland 21122	0686025568
1	Linthicum Branch 400 Shipley Road Linthicum, Maryland 21090	0686014471
1	Severna Park Branch 45 McKinley Road Severna Park, Maryland 21146	0686025509
2	North County Branch 1010 East Way Glen Burnie, Maryland 21061	0686014458 0686025543
2	Crofton Branch 1657 Crofton Center Crofton, Maryland 21114	0686014458 0686014469
2	Annapolis Branch 1410 West Street Annapolis, Maryland 21401	0686014477 0686014470

ANNE ARUNDEL COUNTY, MARYLAND

BY:

Adrian G. Teel

TITLE: Director of Administration

DATE:

4/16/86

SCHEDULE OF EQUIPMENT
ANNE ARUNDEL COUNTY, MARYLAND

501 PAGE 188

Conditional Sales Contract #96013

PAGE 1 of 2

<u>QUANTITY</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>SERIAL NUMBER</u>
Equipment provided by: ITT Courier Terminal Systems 400 East Pratt Street Baltimore, Maryland 21202		
Equipment location: Arundel Center Calvert & Northwest Streets Annapolis, Maryland 21404		
1	ITT Courier Model 9420 Controller	H1M-020593, H1M-022127, H1M-025322, H1M-006492
1	ITT Courier Model 9301 Printer	K2C-004241
3	ITT Courier Model 9230 Displays	H1M-019767, H1M-020136, H1M-020480

Equipment provided by:
Standard Copier Machines, Inc.
8363 Town Center Court
Baltimore, Maryland 21236

Ricoh Model 4065 Coin Operated Copier

Equipment to be located at
County Public Library Branches
as follows:

<u>QUANTITY</u>	<u>EQUIPMENT LOCATION</u>	<u>SERIAL NUMBER</u>
1	Brooklyn Branch 11th Avenue Baltimore, Maryland 21225	0686014472
1	Odenton Branch 1270 Odenton Road Odenton, Maryland 21113	0686025553
1	South County Branch Churchton Road Deale, Maryland 20751	0686014457
1	Broadneck Branch 1275 Green Holly Drive Annapolis, Maryland 21401	0686014475

Mailed to Secured Party

APPROVED FOR FORM AND
LEGAL SUFFICIENCY.
COUNTY SOLICITOR
ANNE ARUNDEL COUNTY, MARYLAND
BY [Signature] 4/15/86
TE

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

Anne Arundel Co.

No. of Additional Sheets Presented:

Maturity Date 3. (Optional):

1. Debtor(s) (Last Name First) and Address(es):

STG Distributing. Inc.
6702 North Cedar
Suite 204
Fresno, CA 93710

2. Secured Party(ies) (Name(s) and Address(es):

Metro North State Bank
8320 No. Oak Trafficway
Kansas City, MO 64155

4. For Filing Officer: Date, Time, No., Filing Office

RECORD FEE 10.00
#17748 0777 ROL 108:40
JUL 29 86

5. This Statement Refers to Original Financing Statement No. 18682 4910 192
Filed (date) 3/27/86 with (If Fixtures) in Book Page

6. ☐ A. Continuation

The original Financing Statement bearing the above file number is still effective.

☐ B. Termination

The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☐ C. Release

From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

☐ D. Assignment

The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:

☒ E. Amendment

The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.) See No. 9 below

7. Description of Collateral:

n/a

9. Debtor's name changed to:
Stars To Go, Inc.

8. Name(s) of

Record

Owner(s):

n/a

STARS TO GO, INC.

METRO NORTH STATE BANK

By

Signature(s) of Debtor(s) (Only on Amendment)

By

Signature(s) of Secured Party(ies)

Approved By:

Secretary of State

(1) FILING OFFICER COPY - ALPHABETICAL
FORM UCC-3 - MISSOURI UNIFORM COMMERCIAL CODE

G. L.
CLERK

Mailed to Secured Party

1986 JUL 29 AM 9:00

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 501 PAGE 190

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 16370RECORDED IN LIBER C777 FOLIO RQ2 ON Mar. 4, 1986 (DATE)
9:51

1. DEBTOR

Name Stephen C. Krac and Linda N. KracAddress 508 Deerhorn Ct. Millersville, Md. 21108

2. SECURED PARTY

Name CentraBankAddress 201 N. Charles St. P.O. Box 1316 Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

Mailed to Secured Party

Dated June 16, 1986BY: Ronald H. McElroy A.V.P.

(Signature of Secured Party)

Ronald H. McElroy

Type or Print Above Name on Above Line

RECORD FEE 10.00
POSTAGE 50
#17749 CTT RM 108341
JUN 29 86

1986 JUL 29 AM 9:00

E. AUBREY COLLISON
CLERK

263019

BOOK 501 PAGE 191

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATIONAddress The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 3, 1986, Schedule # 03, dated July 1, 1986 between Assignor as Lessor and LEASE ACCOUNT # 683060 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1986 between Assignor and Assignee:

1 Caterpillar 977 Track Loader - s/n 11K4323 w/3rd Valve & Rake w/Top Clamp together with all equipment parts, tools, accessories, attachments, additions, replacements, and other accessions now or hereafter installed in, affixed to, or used in connection with the above described property.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with A.A. County

DLSDVP03

1195

Mailed to Secured Party

263020

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/14/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATIONAddress The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated March 10, 1986, Schedule # 01, dated March 24, 1986 between Assignor as Lessor and LEASE ACCOUNT # 680130 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 14, 1986 between Assignor and Assignee:

1 Pixall Bean Harvester s/n PBJ-84-59

RECORD FEE 11.00
 POSTAGE 2.50
 017754 077 001 108145
 JUL 29 86

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with A A CO

Mailed to Secured Party

1194
TALBFM

263021

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7/14/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 26, 1986, Schedule # 01, dated 5/19/86 between Assignor as Lessor and LEASE ACCOUNT # 686220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 14, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County



PRTCO
1193

1986 JUL 29 AM 9:00

E. AUBREY COLLISON
CLERK

EQUIPMENT LIST

1 (one)

Qantel System 45-150 (150 MB Disk Drive, 1/4" Cartridge Tape)

QTY	MODEL	DESCRIPTION	SERIAL #
1	45150	CPU Q30	D20974-D18190
1	2117-3	Memory Card	P1232
4	2118	128K Memory	P8261
		"	P8249
		"	P8237
		"	P8225
1	4807	IOU56 Controller	D21372
1	4850-1	Hub Unit	P00102
2	4848-1	Line Driver	P0801
		"	P0833
1	3635	150 MB Disk Drive	D22075
1	5264	1/4" Cartridge Tape	D22070
1	5180-10	IOU39S Controller	P00317
1	5264-1	IOU53 Controller	D20416
1	5090-1	Printer 300LPM	D19321
1	4352	Printer 150CPS	D17611
1		RDI Box	P06033
12	4032	VT-3 Work Stations	P11005
		"	P11819
		"	P11659
		"	P10765
		"	P11269
		"	P11820
		"	P11786
		"	P12219
		"	P11668
		"	P11242
		"	P11827
		"	P11389

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Frank J. Sarro, III, Exec. V.P.

Mailed to Secured Party

IRVINGTON FEDERAL SAVINGS AND
LOAN ASSOCIATIONBY:  EVOTITLE: William J. Ottey, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above 7711 1/2 1777 R01 TOR-45

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 10, 1986, Schedule # 01, dated June 16, 1986 between Assignor as Lessor and LEASE ACCOUNT # 680160 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 16, 1986 between Assignor and Assignee:

See attached equipment list

JUL 29 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

AMHMNWS
11/26

EQUIPMENT LIST

BOOK

501 PAGE 196

<u>Quantity</u>		<u>Description of Equipment</u>
1	2232025-0013	Business System 352A Includes 17 MB Disk, 512 KB Memory and 1 VDT s/n 02150460463
1	2234606-0001	931 VDT 02332960009
1	2532856-0003	4 Channel Communications Kit
1	2245102-0001	880 Printer Kit s/n 02388260026
1	999841-0001	Printer Stand
2		Racil Vadic 1200PA - 1200 baud error correcting modems 6A19341001 & 6A19402001
1		Computer to modem cable
1		Modem to VDT Cable
1		PC Terminal Software with cable

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Frank J. Sarro III, Exec. V.P.IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATIONBY: TITLE: William J. Ottey, Exec. Vice-Pres.

263023

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/17/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATIONAddress The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

RECORD FEE

11.00

.50

JUL 29 1986

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB 3032 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 7/17/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V. P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

BB/Char/Hr/Dgn

1201

EQUIPMENT LIST

Charlotte and Keith Watson, as individuals
D/B/A Charlotte's Hair Design

BOOK 501 PAGE 198

Quantity

Description

6	Dina Meri Curler Carts
3	Custom Island Styling Stations
6	Pibbs #999 Hyd. Styling Chairs
8	Rachlin Chrome 838 Reception Chairs
1	Used Black Uph. Facial Chair Lounge
3	Pibbs Shampoo Chairs
6	Pibbs #998 Dryer Chairs
1	Pibbs #998 Dryer Chair
6	Helene Curtis Cool-Temp Dryers
3	Belv. Cast Iron Shampoo Bowls #3800-622-403

TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarr, III, Exec. V. P.

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: 

William J. Ottey, Exec. V. P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No.

263024

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/19/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATIONAddress The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATIONAddress 7711 Quarterfield RoadGlen Burnie, MD 21061

RECORD FEE

11.00

POSTAGE

.50

BUTTER CIR R01 108-46

JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 1, 1986, Schedule # 01, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3036 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 7/17/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V. P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1200
BB/NU

EQUIPMENT LIST

BOOK 501 PAGE 200

THE NU-U HAIR GALLERY, INC.

<u>Quantity</u>	<u>Description</u>
8	#91250 Styling Chairs
8	Custom Stations 3' 6"w/2 drawers and 30" round beveled edge mirror
4	#913 Dryer Chairs with #810 First Lady Dryers
3	Custom Made Shampoo Bulkheads
3	#3800-622-403 Shampoo Bowls
3	Shampoo Hairs #978
1	Cascade Reception Desk
1	#324 Manicure Table w/lamp
2	Ergo Spec. Stools
2	Meto Retail Racks 5 Shelves

TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarro, III, Exec. V. P.

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: 

William J. Ottey, Exec. V. P.

Mailed to Secured Party

263025

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3031 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

- 6 (Six) Belv. #782 A 50 LaCanasta Styling Chairs
- 6 (Six) Belv. Norris Dryer Chairs
- 6 (Six) Helene Curtis Cool Temp Dryers
- 6 (Six) Venice Dina Meri #111 Curler Carts
- 6 (Six) 60" Custom Formed Laminated Countertop Stations
- 2 (Two) 60" Plate Glass Mirrors

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

BB/SHIP 1199

263026

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated February 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3026 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

BB/AS YOU LIKE

ELIZABETH E. FORD, A SOLE PROPRIETOR
D/B/A AS YOU LIKE IT HAIR SALON

EQUIPMENT LIST

BOOK 501 PAGE 203

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	#1900 Styling Chairs
5	#1910 Dryer Chairs BP418C
5	Helene Curtis Salon Dryers w/smoked hoods
2	#3800-622-403 Shampoo Bowls
2	Custom Made Shampoo Bulkheads
1	Cascade Reception Desk 48"
3	#111 HC Roller Caddies
2	Pibbs #978 Shampoo Chairs
3	Stations
3	36 x 30 Mirrors
1	111HC Roller Cart Exchange

TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarro, III., Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: 

William J. Ottey., Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB 3025 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

Ten (10) Captain Rabbit Chairs BP412C-Earth
Three (3) Shampoo Chairs BPH12-Earth
Two (2) Dina Meri #111-Brown
Thirty one (31) #1800-622-403-Blush

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarre, III, Exec. V. P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

BB/Main/St/Hr

1/97

BOOK 501 PAGE 205

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471 Page No. 518
Identification No. 251357 Dated March 20, 1984

1. Debtor(s) { Phillips Financial Services, Inc.
Name or Names—Print or Type
{ 114 Forbes Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland
Name or Names—Print or Type
{ 25 S. Charles Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code
MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED FEE 10.00
POSTAGE .50
JUL 29 1986
JUL 29 1986



1986 JUL 29 AM 9:01
E. AUBREY COLLISON
CLERK

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer
Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

BOOK 501 PAGE 206

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466

Page No. 272

Identification No. 249255

Dated Oct. 6, 1983

1. Debtor(s) { Phillips Corporation
Name or Names—Print or Type
114 Forbes Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland
Name or Names—Print or Type
25 S. Charles Street, Annapolis, Maryland 21202
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00
FILING FEE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED JUL 29 1986
JUL 29 1986

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer

Type or Print (Include Title if Company)

FNB 1216 (1-80)

1986 JUL 29 AM 9:01

JUL 29 1986

G.L. CLERK

Mailed to Secured Party

BOOK 501 PAGE 207

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466

Page No. 271

Identification No. 249254

Dated Oct. 6, 1983

1. Debtor(s) { Phillips Leasing Division of Phillips Corporation
Name or Names—Print or Type
114 Forbes Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 S. Charles Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
JUL 29 1986

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer

Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

BOOK 501 PAGE 208

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. C237 466- Page No. R02 129
Identification No. 35116 Dated Sept. 26, 1983

1. Debtor(s) { Phillips Corporation
Name or Names—Print or Type
114 Forbes Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland
Name or Names—Print or Type
25 S. Charles Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED FE 10.00
POSTAGE .50
JUL 29 1986 10:49

JUL 29 86

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party
Jackie D. Smead
Signature of Secured Party
Loan Administration Officer
Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party



RECORDED
JUL 29 1986

1986 JUL 29 AM 9:01

E. AURLEY COLLISON
CLERK

BOOK 501 PAGE 209

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. C237 466 Page No. R02 128
Identification No. 35115 Dated Sept. 26, 1983

1. Debtor(s) { Phillips Leasing Division of Phillips Corporation
Name or Names—Print or Type
{ 114 Forbes Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland
Name or Names—Print or Type
{ 25 S. Charles Street, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer

Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

1986 JUL 29 AM 9:01
E. AUBREY COLLISON
CLERK

MARYLAND FINANCING STATEMENT

UCC-1

263023

☒ Not Subject to Recordation Tax☐ Recordation Tax of \$_____ onPrincipal Amount of \$_____ is enclosed
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR: HARRY E. NEUMAN, III, T/A AMPRESS; LUCKY LOTTERY PUBLICATIONS

(Name or Names)

5203 6th St., Baltimore, MD 21225

(Address)

DEBTOR: _____

(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION

(Name or Names)

Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

(Address)

3. ASSIGNEE (if any)

of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.

(Name or Names)

Box 116 FORTITE + ST. PAUL STS. BALTO. MD. 21223

(Address)

4. This Financing Statement covers the following types (or items) of property:

One - A.B. Dick Offset Press, Model 9820, S/N 000539/2306

One - A.B. Dick Offset Press, Model 9850, S/N 000838/002947

RECORDED RE 13.00
NOTICE .50
JUL 29 1986 10:51
JUL 29 86

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

Mailed to Secured Party

6. Proceeds of Collateral are covered hereunder: Yes ☒
Products of Collateral are also covered: Yes ☐No ☐
No ☒DEBTOR(S): HARRY E. NEUMAN, III,
T/A AMPRESS; LUCKY LOTTERY

PUBLICATIONS

By: *Harry E. Neuman III*

(Title)

HARRY E. NEUMAN III

(Type or print name of person signing)

SECURED PARTY:

ATLANTIC INDUSTRIAL CREDIT CORPORATIONBy: *Robert E. Polack*Robert E. Polack, President

(Type or print name of person signing)

By: *13*

(Title)

(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Eastern Petroleum Corporation
 Address: 33 Hudson Street
 Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

RECORD FEE 12.00
 FILING .50
 017778 0345 PM 710108
 JUL 29 86

3. This Financing Statement covers the following types (or items) of property:

SEE ADDENDUM A

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Eastern Petroleum Corporation

By: *J. Kent McNew*
 J. Kent McNew, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *John J. Feldman, III*

John J. Feldman, III Assistant Vice Pres.
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



KEIM
Multi Purpose

Tax H₁

ADDENDUM H

BOOK 501 PAGE 212

~~JOE L. W. # 12703 Rock (419-86)~~

905033 for Eastern Petroleum 13991

Multi Hose - 3 Sections
Model 416727-16

333AE1 TRIM (A)

Serial # Per Section

S/N 066 333AE1 09886, 09903,
09890

416727-17

333AE2 TRIM (B)

S/N 066 333AE2 09865, 09883,
09869

416727-18

333AE3 TRIM (C)

S/N 066 333AE3 09228, 09207,
09213

416550-03 Trash Receptacle

381A RECEPTACLE S/N 066 381A 07783, 07782,
07781

Multi Hose Displays Side 1

417365-01 3 PROD. DISPLAY S/N 066 333A5-
22289, 22293, 22291

Multi - Hose Display - Side 2

417365-02 3 PROD. DISPLAY S/N 066 333A5-
22294, 22292, 22290

417375-03

Valance on Top Cover

333A4 RACE/VAL-2 S/N 066 333A4 10080,
10082, 10081

Total for Above Equipment

Glendale Mini Mart \$37500.00

Mailed to Secured Party

FINANCING STATEMENT

263023

Debtor(s)

Date: 07-14-86

Name: Cindy Baldwin & Kenneth Billings

Address: 8335-A Woodward St.
Savage, Md. 20763

Secured Party: Tower Federal Credit Union
P.O. Box 123
Annapolis, Maryland 20701

RECORD FEE 12.00
RECORD TAX 115.50
POSTAGE .50
11779 C345 R01 T10:09
JUL 29 86

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 1981 Windsor Mobile Home - 2 Bedroom, Carpeting, Dishwasher Microwave, Washer, Dryer, Refrigerator, Gas Range, Fireplace, Patio Skirting, (2) Bow Windows, (2) 12,000 BTU Window Air Conditioners
2. If above described personal property is to be affixed to real property, describe real property.
See Addendum Attached Hereto and Made Apart Here of
3. Proceeds of collateral ☐ are ☒ are not covered.
4. Products of collateral ☐ are ☒ are not covered.
5. This transaction ☒ is ☐ is not subject to a recordation tax.
If subject to tax: Amount Financed 16,500.00 Recordation Tax \$128.00

Circuit Court for Anne Arundel County
Secured Party:

Debtor(s):

Cindy L. Baldwin
(Signature)

Cindy L. Baldwin
(Type or Print)

Kenneth R. Billings
(Signature)

Kenneth R. Billings
(Type or Print)

By: James Joppa 7/14/86

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union
P.O. Box 123
Annapolis Junction, Maryland 20701



1986 JUL 29 AM 11:12

E. AUBREY COLLISON
CLERK



"ADDENDUM MOBILE HOME"

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Credit Disclosure Statement to which this Addendum I is Attached, in and to the following described personal property:

Collateral: Mobile Home ☐ NEW ☒ OLD

Year: 81

Make and Model: Windsor

Length and Width: 14x70

Serial Number: WINZW1701413060

Equipment (included as part of the collateral):

☐ Range # 3X007 285251 Magic Chef

☐ Refrigerator # SG 573638 General Electric

☐ Freezer # N/A

☐ Dishwasher General Electric

☐ Clothes Washer General Electric

☐ Dryer General Electric

☐ Awnings N/A

☐ Skirting 14x70

☐ Air Conditioning Unit Sears

☐ Acc. Shed N/A

☐ Furniture (Mfgs. Floor Plan N/A

☐ Other fireplace
Microwave - Tappan

Primary use of collateral:

☒ Personal, family or household

☐ Farming Operations

☐ Business

Will the collateral be affixed to the land? ☐ NO ☒ YES

If yes, give full name of the record owners of the land: Chesapeake Mobile Homes

The collateral is to be located at: 130 B Chesapeake Trailer Court, Bridge Chapel Rd., Hanover

Date: 7/14/86

Cindy S. Baldwin
DEBTOR

Kenneth R. Billings
DEBTOR

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

Mailed to Secured Party

BOOK 501 PAGE 215

263030

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 ☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)
Kaew Sciukas
Severn MHP Lot 126
7959 Telegraph Rd.
Severn, Md. 21144

2. Secured Party(ies) Name(s) and Address(es)
Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
#17808 0777 PM 11:17
JUL 29 86

5. This Financing Statement covers the following types (or items) of property
The mobile home, manufactured by Zimmer, year 86,
model 156, W 14, Serial # 2750, and
all consumer goods, appliances, accessories, equipment and attach-
ments now contained in the mobile home, and all accessories later
affixed to mobile home, including proceeds and insurance proceeds
of all of the foregoing.

6. Assignee(s) of Secured Party and Address(es)

P. S. F. S.
Consumer Lending Department
1234 Market Street—9th Floor
Philadelphia, PA 19107

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8)

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

Conditional Sales Contract has been signed

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s)

By

Kaew Sciukas
Signature(s) of Debtor(s)

By

Eastern Homes Inc
Albert Moleley Jr
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL
(5-83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

CR
CLERK

Mailed to Secured Party

1986 JUL 29 AM 11:13

E. AUDREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248563.RECORDED IN LIBER 464 FOLIO 528 ON August 12, 1983 (DATE)

1. DEBTOR

Name MRK Enterprises, Inc.,
t/a Meineke Discount Muffler Shop
Address 2235 Southland Road Baltimore, MD 21207RECORD FEE 10.00
POSTAGE .50

2. SECURED PARTY

Name Clifton Trust Bank
Address 10112 York Road Cockeysville, MD 21030117531-6777 R01 111:00
JUL 29 86HARTMAN AND CRAIN 2661 Riva Road, Suite 810, Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: TERMINATION ☒
(Indicate whether amendment, termination, etc.)

CLIFTON TRUST BANK

Dated July 3, 1986By: [Signature]

(Signature of Secured Party)

John A. Farley, Jr.,Type or Print Above Name on Above Line
Chairman of the Board1986 JUL 29 AM 11:14
CLERKAUSREY COLLISON
CLERK

248563

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

MRK ENTERPRISES, INC.,
t/a MEINEKE DISCOUNT MUFFLER SHOP
2235 Southland Road
Baltimore, MD 21207

2. NAME AND ADDRESS OF SECURED PARTY:

CLIFTON TRUST BANK
10112 York Road
Cockeysville, MD 21030

3. This Financing Statement covers all:

- ☒ Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- ☒ Inventory, raw materials, etc., including after acquired and proceeds.
- ☒ Accounts, including after acquired, and proceeds.
- ☒ Contract rights, including after acquired, and proceeds.
- ☐ Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- ☐ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- ☐

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

This transaction is ☐ , is not ☒ exempt from the recordation tax.
Principal amount of the Debt is \$60,000.00.

DEBTOR:

MRK ENTERPRISES, INC.,
t/a MEINEKE DISCOUNT MUFFLER SHOP

By: Ronald Krifchin (SEAL)
Ronald Krifchin, President

RECORD FEE 12.00
RECORD TAX 420.00
POSTAGE .50
#31133 C237 R02 110:31
AUG 12 82

AFTER RECORDATION RETURN TO:

Coady & Farley
400 Allegheny Avenue
Towson, MD 21204

Mailed to: _____

Mailed to Secured Party

12 -
420 -
50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1983 AUG 12 AM 10:39
E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 218

263080

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDSThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

International Office Machines, Inc. 7345 Ritchie Hwy. Glen Burnie, MD
21061

Name of Secured Party or assignee

No.

Street

City

State

IBM Credit Corporation, One Cherry Hill Suite 217, P.O. Box 2837, Cherry Hill, New Jersey 08034

1. This financing statement covers the following types (or items) of property: (Lists or descrip-
-
- tions may be on separate sheets firmly attached hereto.) (Describe)

RECORD FEE 11.00

JUL 29 1986

JUL 29 86

All inventory, equipment, furniture, fixtures, accounts, contract rights, chattel paper,
instruments, general intangibles, reserves, rebates, discounts, credits and incentive
payments, wherever located now owned or hereafter acquired, and all attachments,
parts, accessions, accessories and replacements thereto and all proceeds thereof.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

- 2.
- ☐
- If collateral is crops: The above described crops are growing or will be grown on: (Fur-
-
- nish general description of real estate and name of record owner.)

- 3.
- ☐
- If collateral is goods which are or will become fixtures: The above described goods are
-
- fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish
-
- general description of real estate and name of record owner.) If blocks system is main-
-
- tained, state house number and street, if there be any, or block reference.

- 4.
- ☒
- Proceeds of collateral are also covered:
- ☐
- Products of collateral are also covered:
-
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
-
- The underlying secured transaction(s) being publicized by this Financing Statement
- ~~is~~
- is not
-
- subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,
-
- as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

International Office Machines, Inc. IBM Credit Corporation (Seal)

(Corporate, Trade or Firm Name)

X *William A. Weyrich**RM Course*

Signature of Secured Party or Assignee

WILLIAM A. WEYRICH

Agent

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

1986 JUL 29 AM 11:15

E. AUDREY COLLISON
CLERK

BOOK 501 PAGE 219

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) EZRA STARR INC. c/o SELBY YACHT SALES EDGEWATER, MD. 69-024-5875-0	2. Secured Party(ies) and address(es) MIDLANTIC NATIONAL BANK 2 BROAD ST. BLOOMFIELD, N.J. 07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 MTR37 CTT M1 11:06 JUL 29 86
---	---	--

4. This statement refers to original Financing Statement bearing File No. ID 246289 Liber 459 Pg. 210
Filed with ANNE ARUNDEL Date Filed 2/23/83 19

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

Na. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

By: MIDLANTIC NATIONAL BANK ASST. V.P.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

Mailed to Secured Party



RECEIVED
MONTGOMERY COUNTY

1986 JUL 29 AM 11:15

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

File No

<p>1. DEBTOR(S) and Address(es)</p> <p>Farm Fresh Supermarkets of Baltimore, Inc.</p> <p>2801 Smith Avenue</p> <p>Baltimore, Maryland 21209</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND</p> <p>Baltimore & St. Paul Streets</p> <p>Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p>
	<p>Return to Secured Party</p>

11.00
39☐ E. Other.

11-10 077 01 11:07
27 06

Principal amount of debt initially incurred is: \$ 250,000

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: X Benjamin H. Green, Jr.
By: X Benjamin H. Green, Jr.
Benjamin H. Green, Jr.

Louise P. Kelly, VP
(Type Name)

June 12

(Date Signed by Debtor)

1984

Md., Va., D.C., Pa.

6 Hornum Lane

Bact 4ms. 21221-

Business has several locations:
Stamp tax paid to SDAT 7.16 FG
amount \$836.00

Mailed to Secured Party

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) E.J. Dwyer Co., Inc. 809 K. Barkwood Court Linthicum Heights, MD 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Peggy L. Taylor</i> Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 60,000.00

DEBTOR:

E.J. Dwyer Co., Inc.
(Type Name)
By: *Edward J. Dwyer*
Edward J. Dwyer, President
By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: *Ronald P. Anthony, A.V.P.*
RONALD P. ANTHONY, A.V.P.
(Type Name)
July 17 1986
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

1150.

Mailed to Secured Party

Anne Arundel County - \$10.00

*Circuit Court of A.A. Co.
Baltimore Md.*MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247487, RECORDED IN LIBER 462 FOLIO 166 ON 5/26/83 (DATE).

2. Name and address of Debtor(s) Dr. D. Fancher T/A Arnold Vet Hospital 1414 Ritchie Hwy Arnold, Md. 21012	3. Name and address of Secured Party C.I.T. Corporation 1301 York Rd. Lutherville, Md. 21093
--	---

RECORD FEE 10.00
JUL 29 86

4. After recording, this statement is to be returned to C.I.T. Corporation at

5. Maturity date of obligation (if any):

6. CHECK ☒ FORM OF STATEMENT

A. ☐ CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

B. ☐ PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C. ☐ ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D. ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E. ☐ OTHER - (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

Dated 2/11/86

(Signature of Secured Party)

Joseph C. Sickle

(Type or Print Name of Secured Party on Above Line)

Mailed to Secured Party

283081

☐ TO BE
~~XXX~~ NOT TO BE

RECORDED IN
 LAND RECORDS

☒ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$3,000.00

Recording Tax paid only on Items
 Subject to Said Recording Tax:
 Total Amount: \$5,000.00

FINANCING STATEMENT

CLAY, INC. and CLAY'S, INC.

Name or Names—Print or Type

1 Riverview Avenue, Annapolis, Md. 21401

Address—Street No., City - County State Zip Code

1. Debtor(s):

CLAY M. DONOHO and DIANE WHITE and CHARLES M. DONOHO

Name or Names—Print or Type

1 Riverview Avenue, Annapolis, Md. 21401

Address—Street No., City - County State Zip Code

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.

Name or Names—Print or Type

140 S. Azar Avenue, Glen Burnie, Md. 21061

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

RECORD FEE 15.00
 RECORD TAX 21.00
 POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

117873 CTTT R01 113:04
 JUL 29 86

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

Debtor(s):

CLAY, INC.

By Clay M. Donoho
 CLAY'S, INC. Clay M. Donoho, President

By Clay M. Donoho
 Clay M. Donoho, President

Clay M. Donoho
 Clay M. Donoho

Diane C White
 Diane White

Charles M. Donoho
 Charles M. Donoho

TO THE FILING OFFICE: After this statement has been recorded please mail the same to:

Name and Address Zell Margolis, Esq. 200 E. Lexington Street
 Lucas Bros. Form F-1 1313 Court Square Bldg. Baltimore, Md. 21202

Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.

By Robert E. Carlucci
 (Company, if applicable)

Robert E. Carlucci, President
 (Signature of Secured Party)

Type or Print (Include title if Company)



RECORD FEE 15.00
 RECORD TAX 21.00
 POSTAGE .50

1986 JUL 29 PM 3:50

AUDREY COLLISON
 CLERK

15-21-50

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 1 Riverview Road, Annapolis, Md. 21401 (Class "D" Beer, Wine and Liquor License-Music and Sunday)

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

Mailed to Secured Party

BOOK 501 PAGE 225

263031

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

William Harrington &
Associates, Inc.
7310 Ritchie Hgwy. Ste. 818
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Maniktala Associates
P.C., 100 Metropolitan
Drive, Liverpool, NY

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
JUL 29 1986 11:13:23
JUL 29 1986

4. This financing statement covers the following types (or items) of property:

all accounts receivable, inventory; ~~XXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~ and all additions
and successions thereto.

5. Assignee(s) of Secured Party and
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

William Harrington & Associates, Inc.

Maniktala Associates

By:

Signature(s) of Debtor(s)

Treas.

Title

By:

Signature(s) of Secured Party(ies)

Pres.

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

CR
CLERK

1986 JUL 29 PM 3:53

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263935

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Video Tape House, Inc.

Address 706 North Crain Highway Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Borg Warner Leasing A Div. of Borg Warner Acceptance Corp.

Address 3601 Hempstead Trpk Levittown, New York 11756

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Altos model 486 computer system, (3) Wyse 50 terminals, (1) okidata model 182 printer, (1) okidata model 192 printer, (2) H.P. bar code readers, (2) cash drawers

"and other equipment and all accessions, additions and replacements thereto, whether now owned or hereafter acquired. This financing Statement does not constitute, and is not to be construed as, an admission that the lease between the "Debtor" and the "Secured Party" constitutes a security agreement."

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Robert C. Saper
(Signature of Debtor)

Video Tape House, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

David M. Mann
(Signature of Secured Party)
Borg Warner Leasing A Div. of Borg Warner
Acceptance Corporation
Type or Print Above Signature on Above Line

RECORD FEE 11.00
FILING FEE .50
TOTAL 11.50
JUL 29 1986

RECEIVED FOR FILING
CLERK

1986 JUL 29 PM 3:50

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 227

203036

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.			3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)	
Carole Caruso 257 Long Point Road Crownsville, Md. 21032	CHRYSLER FIRST FINANCIAL SERVICES CORP. FORMERLY Finance America 703)591-0001 11781 Lee Jackson High. Fairfax, Virginia 22033	RECORDED FE 11.00 FILING .50 117944 CTTT R01 TOR:28 JUL 30 86	
4. This financing statement covers the following types (or items) of property: 1 Baldwin Grand Piano and Bench Model L EBY Serial 266191		5. Assignee(s) of Secured Party and Address(es)	

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: <u>X Carole Caruso</u> Signature(s) of Debtor(s)	CHRYSLER FIRST FINANCIAL SERVICES CORP. FORMERLY FINANCEAMERICA CORP.
By: <u>Chris McNeal</u> CHRIS MCNEAL Signature(s) of Secured Party(ies)	

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

100 m.

1150

Mailed to Secured Party



1986 JUL 30 AM 11:44
E. AUBREY COLLISON
CLERK

263037

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH A. MATTHEWSAddress 1131 ODENTON ROAD, ODENTON, MARYLAND 21113

2. SECURED PARTY

Name VILSMEIER AUCTION CO., INC.Address ROUTE 309, MONTGOMERYVILLE, PA 18936* ASSIGNEE OF SECURED PARTY

* Person And Address To Whom Statement Is To Be Returned If Different From Above.

ASSOCIATES COMMERCIAL CORPORATION
PENN CENTER WEST-ONE, SUITE 302, PITTSBURGH, PA 15276

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1- CASE MODEL 450 B CRAWLER LOADER S/N 3067027,
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS,
ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITION
AND ALL PROCEEDS THEREOF.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Joseph A. Matthews
(Signature of Debtor)

JOSEPH A. MATTHEWS
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

VILSMEIER AUCTION CO., INC.

(Signature of Secured Party)

C. WEBB HAAG, TREAS.
Type or Print Above Name on Above Line

Mailed to Secured Party

7/50

1986 JUL 30 11:45
CR
CLERK
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Form UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK.If transaction or transactions wholly or partially subject to recordation tax
indicate amount of taxable debt here \$ _____.

If this statement is to be recorded in land records check here _____.

This financing statement Dated June 30, 1986 is presented to
a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Yacht Basin Company, Inc.Address P.O. Box 168 - 2 Compromise Street, Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.Address Route 9 & The Garden State Parkway, P.O. Box 74,
New Gretna, N.J. 08224RECORDED FEE 11.00
INDEXED .50
JUL 30 1986
JUL 30 1986

Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) December 30, 1986

4. This financing statement covers the following types (or items) of property:

1987 Viking 48' Motor Yacht	Hull #VKY48701F687
8V92:710HP J&T Detroit Diesel Engines	Ser. #8VF104520-Port
	#8VF104541-Stbd
15KW Westerbeke Diesel Generator	Ser. #U1405-C507-47153

Check (X) the lines which apply

5. _____ (If collateral is crops) The above described crops are growing or are
to be grown on: (describe real estate)_____ (If collateral is goods which are or are to become fixtures) The above
described goods are affixed or to be affixed to: (describe real estate)

_____ (Proceeds of collateral are also covered)

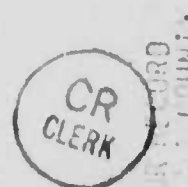
_____ (Products of collateral are also covered)

Annette S. Maslanka
Signature of debtor

The Yacht Basin Company, Inc.

BY: annette S. Maslanka, Power of Atty.

Type or print above name

Signature of debtor_____
Type or print above name[Signature]
Signature of secured-partyCentron Financial Services, Inc.
Type or print above name1986 JUL 30 AM 11:45
E. AUDREY COLLISON
CLERK

1150.

Not
stamped
yet

STATE OF MARYLAND

BOOK 501 PAGE 230

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263038

RECORDED IN LIBER 501 FOLIO 229 ON 7/30/86 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168 - 2 Compromise Street
Address Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.
Address Route 9 & The Garden State Parkway - P.O. Box 74
New Gretna, N.J. 08224

RECORD FEE 10.00
POSTAGE .50
#1978 CTT R01 108#44
JUL 30 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Security Savings and Loan Association
18 Northeast Avenue
Vineland, New Jersey 08360

Dated June 30, 1986

Janette S. Moslanda
(Signature of Secured Party)

Centron Financial Services, Inc.
Type or Print Above Name on Above Line



1986 JUL 30 AM 11:45

E. SUBMIT COLLISION
SLIP

BOOK 501 PAGE 231

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) F & G Leasing c/o 537 Bowline Road Severna Park, Maryland 21146	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Frank J. Duchacek, Jr., V.P.
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

See Attached Equipment List.

RECORD FEE 14.00
RECORD TAX 168.00
POSTAGE .50
11/782 0777 R01108:50
JUL 30 86

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 24,000.00

DEBTOR:

F & G Leasing

(Type Name)

By: George Fike

By: Jean E. G. G. G.

JEAN E

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Frank J. Duchacek, Jr., V.P.

(Type Name)

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

174 -
168 -
50

DELMARVA
ENGINEERING ASSOCIATES LTD.
TELEPHONE (301) 647-8007

BOOK 501 PAGE 232

P.O. BOX 690
SEVERNA PARK, MD. 21146

April 1, 1986

Mr. Frank Duchacek
Union Trust Bank
P.O. Box 1077
Baltimore, Md. 21203

Dear Mr. Duchacek:

Enclosed are the serial numbers for equipments covered
by our loan number 235-26890.

<u>ITEM</u>	<u>S/N</u>
Computer-640K 2 floppy 1HD	8602-3198
Computer-640K 2 floppy 1HD	8602-3197
I/O Line Plotter-LP3700	60215
Digitizer Pad-Numonics 2200	010486
8748 Emulator-ICD178	511009 CE
8085 Emulator-ICD278	601029 DA
Logic Analyzer-K-20	8510DX002

Insurance is with Maryland Casual Co.

Sincerely

George F. Fike (FIKE)

George F. Fike

<u>Item</u>	<u>Part Number/Description</u>	<u>Company</u>
1	8048 Emulator 178-8048	Creative Marketing
2	8085 Emulator 278-8085	Creative Marketing
3	Logic Analyzer 2400 MB	Creative Marketing
4	8048 Software 2090	Creative Marketing
5	8085 Software 2080	Creative Marketing
6	Emulator Software	Creative Marketing
7	Autocad W/ADE 2 & 3	Creative Marketing
8	I/O Line Plotter LP3700	Dynabyte Computer Products
9	Digitizer Pad Numonics 12 x 12	Dynabyte Computer Products
10	CAE/CAD Software Transpad	Dynabyte Computer Products
11	CAE/CAD Software Autotrace	Dynabyte Computer Products
12	CAE/CAD Software Mechanical Package	Dynabyte Computer Products
13	CAE/CAD Software CB Design	Dynabyte Computer Products
14	CAE/CAD Software Symbols Lybrary	Dynabyte Computer Products
15	2 IBM PC XT (Clone)	Dynabyte Computer Products
16	Plotter Cable	Dynabyte Computer Products
17	Digitizer Cable	Dynabyte Computer Products

Mailed to Secured Party

COPY FOR FILING

- ☐ Not Subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ **13,500.00**
☐ To Be Recorded in Land Records of _____

Record in:

- ☒ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other **Anne Arundel County**

NAME	ADDRESS
I. Debtor(s)	City State
M.V. Construction Corp.	7 Village Green, Crofton, Md. 21114

2. Secured Party: **SOVRAN BANK/MARYLAND**
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

RECORDED FEE 11.00
 RECORDED TAX 94.50
 JUL 30 1986

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☒ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: **SOVRAN BANK/MARYLAND**

By: *Donald F. Craun*

Type Name **Donald F. Craun**

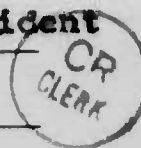
Title **Assistant Vice President**

Debtor(s) or Assignor(s)

M.V. Construction Corporation

By: *Patrick M. Ryan* **President**

Patrick M. Ryan



Type or Print Name and Title of Each Signature

11
9450

1986 JUL 30 AM 11:45
 E. AUBREY COLLISON
 CLERK

BOOK 501 PAGE 235

SCHEDULE A
M.V. Construction Corporation

1. Prime Mover Loader, Model L 1300

Mailed to Secured Party

FINANCING STATEMENT

203041

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 300,000.00*. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessment and Taxation.

5. Debtor(s) Name(s)
American Security Storage of Annapolis, Inc.

Address(es)
11 Hudson Street
Annapolis, Maryland 21401

American Truck Service of Annapolis, Inc.

Address
8520 Rainswood Drive
Landover, Maryland 20785

6. Secured Party

Equitable Bank, National Association
Attention: Denise Yeshnik

Address
100 S. Charles Street
Baltimore, Maryland 21201

Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
American Security Storage of Annapolis, Inc.

American Truck Service of Annapolis, Inc.

(Seal)

(Seal)

By:

By:

James A. Day, President

James A. Day, President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above. *Debtor has paid recordation tax on \$200,000.00 of \$300,000.00 debt noted above to the State Department of Assessment and Taxation with previously filed financing statements.

Form 609 (7/82)

Mailed to Secured Party

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

1986 JUL 30 AM 11:46

E. AUBREY COLLISON
CLERK

263082

FINANCING STATEMENT

☒ Not subject to recordation tax
☒ Subject to recordation tax \$25,000.00
principal amount of \$25,000.00

1. Name of Debtor(s): Land Grant Title Company, Ltd.
Address: 150 South Street, Suite 103 AND 111 One Mill Place
Annapolis, MD 21401 Easton, MD 21601

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~200 Republic Square~~ 209 Main St.
~~200 Republic Square~~ Annapolis, Md 21401

3. This Financing Statement covers the following types (or items) of property: A. EQUIPMENT. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. B. INVENTORY. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever. C. ACCOUNTS. All

~~Check the box(es) which apply, if any, and supply the information indicated~~
future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due to the Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

☐ If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

- ☐ Proceeds of the collateral are also covered.
☐ Products of the collateral are also covered.

Debtor(s): Land Grant Title Company, Ltd.
By: Carole M. Turner, Pres.
Carole M. Turner, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

By: Dennis L. Ortiz, Assistant Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$440,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated July 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Medix, Inc.
Address 1306 Bellona Avenue, Lutherville, MD 21093

2. SECURED PARTY

Name Enterprise Finance Company
First Interstate Bank of Nevada Bldg.
Address One East First Street, Suite 1102
Reno, Nevada 89501

Person And Address To Whom Statement Is To Be Returned If Different From Above.
c/o R. Erickson, McDermott, Will & Emery, 111 W. Monroe St., Chicago, IL 60603

3. Maturity date of obligation (if any) July 15, 1991

4. This financing statement covers the following types (or items) of property: (list)

See Attachment A hereto.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

MEDIX, INC.

By

(Signature of Debtor)

ARTHUR KLEINMAN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ENTERPRISE FINANCE COMPANY

By

(Signature of Secured Party)

Randall J. Erickson

Type or Print Above Signature on Above Line



1986 JUL 30 PM 1:28
CLERK

13.00
3000.00
5.00

ATTACHMENT A

For value received, Medix, Inc., a Maryland corporation (the "Company") hereby mortgages, pledges and assigns to, and grants to Enterprise Finance Company, a Delaware corporation (the "Secured Party") a continuing security interest in, all of its right, title and interest in and to all of the assets, properties, rights and claims wherever located of the Company, whether now owned by, in the possession of or control of Company or hereafter acquired or created, together with all additions, accessions, attachments, appurtenances, modifications and improvements thereto, all replacements or substitutes therefor, and all immediate or remote products and proceeds thereof (the "Collateral"), including but not limited to:

(a) All accounts, bank accounts, accounts receivable, notes, chattel paper, writings evidencing a monetary obligation, contract rights and other creditor's interests now or hereafter existing in favor of, owned or acquired by the Company;

(b) All inventory of the Company, now owned or hereafter acquired, used or consumed in the business of the Company or held for sale or lease or to be furnished under contracts of service, together with all supplies, accessories, attachments and repair parts relating thereto, and all products thereof and documents therefor;

(c) All machinery, equipment, tools, parts, furniture, furnishings, fixtures, appliances, implements, supplies, computer software, and all documentation related thereto and all other tangible personal property of every kind and description not classified as inventory;

(d) All general intangibles, including trademarks, trademark applications, service marks, trade names, service names, logos, licensing agreements, royalty arrangements, copyrights, patents, computer programs, deposit accounts and goodwill;

(e) All instruments, documents of title, policies and certificates of insurance, deposits and cash;

(f) All motor vehicles, whether titled or untitled;

(g) All existing and hereafter acquired leases on the real estate used in the conduct of the business of the Company;

(h) All other presently owned or hereafter acquired tangible personal property; and

(i) All insurance for loss of or damage to any of the Collateral;

together with all additions, parts, accessions and appurtenances now or hereafter placed thereon, all of which constitute a component part of the Collateral, and all proceeds and products of the foregoing described properties and interests in properties.

Without limiting the foregoing, the Secured Party claims a purchase money security interest in all the Company's assets.

Mailed to Secured Party

STATE OF MARYLAND

BOOK 501 PAGE 241

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263043

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WANG LABORATORIES, INC.
Address ONE INDUSTRIAL AVENUE, LOWELL, MA 01851

RECORD FEE 13.00
POSTAGE .50
#19085 CTT7 R01 113-25
JUL 30 86

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED
Address 1891 FRANCISCO BLVD., SAN RAFAEL, CA 94901

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Equipment Leases between the Debtor as Lessor and various Lessees, and all Wang Laboratories computer equipment under each Lease together with all options, accessories, accessions and replacements thereto, financed by Secured Party pursuant to the Equipment Loan and Security Agreement dated as of February 17, 1986 between the Debtor and Secured Party, all as more particularly described on the Exhibits hereto, and all proceeds and general intangibles of such Leases and Equipment, including but not limited to all rentals and other sums payable under each Lease and all insurance proceeds of Equipment.
See Exhibits hereto for complete collateral descriptions of Leases and Wang Laboratories computer equipment.

FILED WITH: ANNE ARUNDEL COUNTY, MARYLAND

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

SEND UCC TO: MCCORD COMPANY, 1915 "I" STREET, SACRAMENTO, CA 95814

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

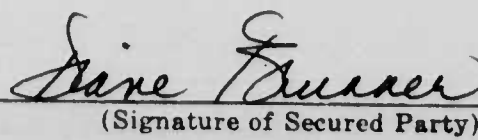
- ☒ (Proceeds of collateral are also covered)
☒ (Products of collateral are also covered)


(Signature of Debtor)

WANG LABORATORIES, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

PHOENIX LEASING INCORPORATED
Type or Print Above Signature on Above Line



1986 JUL 30 PM 2:39

E. AUBREY COLLISON
CLERK

1350

(SCHEDULE A)

(printed on 05/08/86 at 12:09)

No. EE 37

656-P368X

WANG LABORATORIES, INC. / PHOENIX

Work Order Number: R368X
Loan Pool Number: 1
Customer Number: 147428
Customer Name: WESTINGHOUSE ELECTRIC COR
Lease Term: 12 months
Discount Factor: 14 %
Equipment Type: OIS Type
Shipping Date: 03/29/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance	
04/28/86	OIS-50	PH8874	\$335.40	\$65.00	\$270.40	\$6,760.00	25x
04/28/86	OIS-TC	NS86777	69.66	25.00	44.66	1,117.00	25x
04/28/86	OIS-IWS	ZJ4634	125.56	18.00	107.56	2,689.00	25x
04/28/86	OIS-IWS	ZJ4646	125.56	18.00	107.56	2,689.00	25x
04/28/86	PM004L	23035A	0.00	0.00	0.00	0.00	25x
04/28/86	PM004L	25335A	0.00	0.00	0.00	0.00	25x
04/28/86	5577-9	WJ5715	241.66	56.00	185.66	4,642.00	25x

WORK ORDER TOTALS: 007 \$897.84 \$182.00 \$715.84 \$17,897.00

STIFF BUILDING
908 INTERNATIONAL DR.
LINTHICUM, MD 21090
ANNE ARUNDEL COUNTY

70.60

(SCHEDULE A)

(printed on 05/08/86 at 12:02)

No. EE 6

056-AF4TX

WANG LABORATORIES, INC. / PHOENIX

Work Order Number: AF4TX
Loan Pool Number: 1
Customer Number: 131801
Customer Name: WESTINGHOUSE ELECTRIC COR
Lease Term: 12 months
Discount Factor: 14 %
Equipment Type: OIS Type
Shipping Date: 03/15/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance	
04/14/86	4230-0A	WC2831	\$196.08	\$20.00	\$176.08	\$3,437.50	125%
04/14/86	4230-0A	WC2864	196.08	20.00	176.08	3,437.50	125%
04/14/86	PM004L	23550A	0.00	0.00	0.00	0.00	25x
04/14/86	PM004L	23561A	0.00	0.00	0.00	0.00	25x

WORK ORDER TOTALS: 004 \$392.16 \$40.00 \$352.16 \$6,875.00

7320-F PARKWAY DR.
HANOVER, MD 21076
ANNE ARUNDEL

Mailed to Secured Party

BOOK 501 PAGE 244

263044

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional
Sheets Presented

3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name first) and Address(es)

FRANK E. MANUEL, JR.
FRANK E. MANUEL, SR.
195 EDWARDS LANE
LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD ; #245
WOODBIDGE, VA 22191

4 For Filing Officer Date, Time No Filing Office

RECORD FEE 12.00
POSTAGE .50
JUL 26 1985 11:31 AM
JUL 30 1985

5 This Financing Statement covers the following types (or items) of property

1978 SKYLINE
60 X 12 SERIAL # CH01100653L
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

☐ Proceeds of the collateral are included

8 Describe Real Estate Here:

☐ This statement is to be indexed in
the Real Estate Records

9 Name of
a Record
Owner

6 Assignee(s) of Secured Party and Address(es)

7 ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8.)

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

FRANK E. MANUEL, JR.

FRANK E. MANUEL, SR.

GREEN TREE ACCEPTANCE INC.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) Filing Officer Copy—Numerical
(3/83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



Mailed to Secured Party

1985 JUL 30 PM 2:39
E. AUBREY COLLISON
CLERK

RERECORD BECAUSE "PROCEEDS OF COLLATERAL ARE ALSO COVERED" WAS NOT CHECKED
ON THE ORIGINAL FILING.

BOOK 501 PAGE 245

LIBER 453 PAGE 60

263045

243825

RECORDED

RECORDED

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Gates Marina, Inc. (MD CORP)
Address RT 256, Rockhold Creek, Deale, MD 20751

2. SECURED PARTY

Name Sea Ray Credit Corporation
Address 5979 E. Livingston Ave. Suite 210, Columbus, Ohio 43227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All the following types of goods held for sale or lease by
debtor, now owned or hereafter acquired, consisting of, but
not limited to, boats, inboard/outboard engines, and the like,
including parts, accessories and all other equipment used or
intended to be used in conjunction with any of the foregoing
acquired by debtor from Sea Ray Boats, Inc.

B.L.
HERE

1982 AUG 19 PM 2:50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

CHECK ☒ THE LINES WHICH APPLY

☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

X M J Mascher
(Signature of Debtor)

Gates Marina, Inc.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charlene Kupfer
(Signature of Secured Party)

Sea Ray Credit Corporation
Type or Print Above Name on Above Line

RECORD FEE
POSTAGE

11.00
.50

1982 JUL 30 PM 2:46
R02 T14:46
AUG 19 82

RECORD FEE
POSTAGE

11.00
.50

1982 JUL 30 PM 2:49
R01 T13:49
JUL 30 82

CONSIGNMENT AND SECURITY AGREEMENT

AGREEMENT, Made this 10th day of June, 1986,
 by and between HALPERN DISTRIBUTORS, INC., a Maryland corporation
 (the "Consignor"), Richard T. Walsh T/A Furniture & Bedding Discounters
 (the "Consignee"), 3204 Solomons Island Rd. Edgewater, Md 21037
 (2 Locations) 952 Bay Ridge Rd. Annapolis, Md 21403
 P.O. Box 5785, Balto., Md 21208

In consideration of the mutual covenants and promises
 herein contained, the parties hereto agree:

1. Delivery and Consignment of Goods. (a) The
 Consignor shall deliver, on consignment to Consignee, all that
 furniture listed on the consignment invoice attached hereto as
 Exhibit A and incorporated herein by reference (the "merchandise").
 The rendering of a consignment invoice shall in no sense be con-
 strued as constituting a sale of the goods to the Consignee.

(b) The Consignee shall, upon delivery, receive
 the consigned merchandise and shall store it carefully and
 properly in Consignee's warehouse on

, so as to protect it from deterioration. The Consignee
 shall perform all acts required by law to protect the rights of
 the Consignee to such consigned merchandise. The Consignee
 from and after the time it receives such merchandise, shall pay
 all expenses incident thereto, including all expenses of carting,
 handling, storage, selling, and delivering to customers, and all
 taxes and other charges assessed and levied on such merchandise
 while in its possession.

2. Future Consignments. Consignor may, from time
 to time, deliver to Consignee on consignment, additional merchandise.
 All such future consignments shall be made subject to the terms
 and conditions of this Consignment and Security Agreement, and
 shall be evidenced by such consignment invoices rendered by
 Consignor at the time of delivery, which invoices shall be
 incorporated herein by reference when rendered. The Consignor



7-31793 0055 R02 115:24
 JUL 30 86

RECEIVED FOR RECORD
 CLERK SOCIAL SECURITY
 1986 JUL 30 PM 3:27
 E. AUBREY COLLISON
 CLERK

17400
 30

shall not be liable to Consignee if for any reason the Consignor is unable to deliver all or any part of the merchandise requested by the Consignee.

3. Title to Goods. The consigned merchandise shall remain the property of the Consignor until sold to customers of the Consignee, and title to the proceeds of the sale of such merchandise shall vest in and belong to the Consignor until accounted for and remitted to the Consignor.

4. Consignor's Security Interest. It is expressly agreed that Consignor shall retain a security interest in all merchandise subject to the terms of the Agreement, to secure all Consignor's right, title and interest in the said merchandise and to secure payment by Consignee of all sums which shall become due to Consignor by Consignee pursuant to the terms of this Agreement.

5. Financing Statements. At the request of Consignor, Consignee shall join with Consignor in executing one or more financing statements pursuant to the Commercial Law Article of the Annotated Code of Maryland, in a form satisfactory to Consignor. Consignee shall pay the cost of filing such financing statement or statements, or filing or recording this Agreement, in all public offices where filing or recording is deemed by Consignor to be necessary or desirable.

6. Sale By Consignee. Consignee shall accept custody of the merchandise, on consignment, and sell the merchandise, for Consignor's account, at no less than the consignment invoice price.

7. Compensation. Consignee's compensation shall be the difference between: (a) the price at which the merchandise is billed to Consignee in the consignment invoice, and (b) the price at which the merchandise is sold by Consignee.

8. Accounting. Consignee shall render to Consignor a detailed and accurate report of the sale of any merchandise within 24 hours after such sale. Along with such report, Consignee shall remit to Consignor the full consignment invoice price of the merchandise sold regardless of the terms of sales between the Consignee, and its customer. All sums of money, notes, chattels, or other proceeds received on the sale of the merchandise shall belong to Consignor, and Consignee shall collect all such proceeds for and in Consignor's behalf, unless and until Consignee remits payment to Consignor as hereinabove provided.

9. Returns by Consignee. If Consignee shall at any time deem it advisable to return the merchandise prior to sale by Consignee, the goods shall be shipped by Consignee to Consignor, at Consignee's expense.

10. Returns of Merchandise. Consigned merchandise shall at all times be subject to the direction and control of the Consignor, and upon demand by the Consignor for the return of any unsold merchandise delivered under this Agreement, the Consignee shall promptly return such merchandise to the Consignor, in original factory cartons.

11. Payment. Consignee may at any time pay to Consignor the consignment invoice price, and thereupon title to the merchandise shall pass to Consignee, and this instrument shall be of no further effect with respect to such merchandise.

12. Default. Consignee shall be in default under this Agreement on the happening of any of the following events or conditions:

(a) Default in the payment or performance of any obligation, covenant, or liability contained or referred to herein.

(b) Falsity in any material respect when made or furnished to Consignor by or on behalf of Consignee concerning any warranty, representation or statement.

(c) Any destruction, substantial damage, or danger of misuse of collateral; any sale or encumbrance other than valid sales made in the ordinary course of business to or of any consigned merchandise; any levy on, or seizure or attachment of merchandise.

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Consignee or Guarantors.

13. Remedies Upon Default. Upon default hereunder and at any time thereafter, Consignor may declare all obligations immediately due and payable and shall have the remedies of a secured party under Maryland law. Consignor may require Consignee to assemble all consigned merchandise and make it available to Consignor at a place to be designated by Consignor and to make an accounting of all consigned merchandise.

14. Loss or Damage to Merchandise. The Consignee shall be responsible to and shall reimburse the Consignor for all loss and expense to the Consignor resulting from damage to or destruction of such consigned merchandise or from levy or attachment of any court process or lien thereon while in the Consignee's possession, and until such time as the title passes from the Consignor by reason of the sale thereof and the proceeds of sale have been accounted for and remitted to the Consignor.

15. Insurance. (a) Consignee shall have and maintain insurance at all times with respect to all consigned merchandise against "all risk" including but not limited to fire and theft, and of such other casualties as Consignor may require. The policies of insurance shall contain such terms and be in such form, for such periods and written by such companies as may be satisfactory to Consignor. Such insurance shall be payable to Consignor and Consignee as their interests may appear.

(b) Consignee shall furnish Consignee with certificates or other evidence satisfactory to Consignee of compliance with the requirements set forth in paragraph (a) of this section.

(c) Consignor may act as attorney for Consignee in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts relating thereto.

16. Records. The Consignee shall keep a true record of all merchandise in its possession under consignment and shall give the representatives of the Consignor access to such records on demand and shall permit representatives of Consignor at reasonable times, to make an inventory of the consigned merchandise in the possession of the Consignee.

17. Acceptance. Consignee's acceptance of the merchandise on consignment, shall constitute full acceptance of the terms hereof.

18. Term. This Agreement shall remain in force until either party gives to the other party 10 days' written notice of termination. Upon the expiration of such 10 days, this Agreement shall terminate. Notwithstanding the foregoing, the Consignor may terminate this Agreement without prior notice in the event that the Consignee violates any term of this Agreement or in the event that the Consignor in its sole discretion becomes

dissatisfied with the financial stability of the Consignee, and in either such event the Consignor shall have the right to remove all consigned merchandise from the premises of the Consignee.

Upon termination of this Agreement by the Consignor, the Consignee shall return all consigned merchandise to the Consignor, and shall forthwith pay the Consignor for all consigned merchandise not accounted for by the Consignee, at such prices furnished by the Consignor for such products and without any commission, discount, or compensation to the Consignee.

19. No Authority to Act for Consignor. The Consignee shall conduct the entire business of selling such merchandise in the Consignee's name and at the Consignee's cost and expense, and nothing herein contained shall authorize or empower the Consignee to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf or in the name of the Consignor, or to bind the Consignor in any manner, or make any representation, warranty, or commitment on behalf of the Consignor, this Agreement being limited solely to the consignment of the merchandise herein specified.

20. Indemnity. The Consignee shall indemnify the Consignor against any loss or damage caused by acts of the Consignee not authorized by this Agreement.

21. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, but it shall not be assigned by the Consignee without the written consent of the Consignor.

22. Notice. All notices required hereunder shall be sent by registered mail to the party to be notified, at the addresses stated or at such other addresses as either party shall designate in writing. All reports shall be sent by the Consignee to the Consignor by ordinary mail to such address of the Consignor.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

23. Waiver. Any waiver by Consignor of any default hereunder shall not be a waiver of any other default or of the same default on a future occasion.

24. Guaranty. To induce Consignor, a Maryland corporation, to enter into the foregoing Consignment and Security Agreement, Guarantors represent and warrant that they are the owners and holders of 2/3's of U.C.D. the issued and outstanding stock of the Consignee. The Guarantors hereby guarantee to Consignor, its successors and assigns, the performance by Consignee of all the terms on the part of Consignee to be performed under the foregoing Consignment and Security Agreement and the Guarantors hereby guarantee to Consignor, its successors and assigns, the payment when due of all sums due or to become due to Consignor under the terms of this Agreement. The liability of the Guarantors hereunder shall not be affected by any extension, modification, indulgence, compromise, settlement, or variation of any term thereof, or by the discharge or release of the obligation of Consignee or of any other person liable for the obligation thereunder by operation of law or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement at Baltimore, Maryland the day and year first above written.

ATTEST:

Harriet L. Scott

[Signature]

WITNESS:

[Signature]

By [Signature]
Louis H. Halpern, President
Consignor

By [Signature]
Richard T. Walsh, Owner
Consignee

[Signature]
Richard T. Walsh
Guarantors

BOOK 501 PAGE 253

Perk Distributors, Inc.
 6 Sparrows Point Road
 Timore, Maryland

* P I C K I N G T I C K E T *
 DATE 06/26/86 11:08

46066

21219

PAGE: 001

ER NUMBER: 50408

BRANCH NUMB: 000

DATE SHIPPED: 6-26-86

CUST NUMBER: FUR340

P TO:

N & BEDDING DISCOUNTERS

BAY RIDGE ROAD

APOLIS, MD

Bilt COPY

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 8 WT: _____

21403

ONE: (301) 263-5007

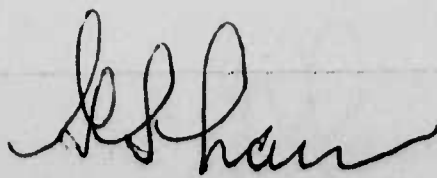
NUMBER: 6/26/86

CHARGES: _____

SLSM NO. 002

QTY	QTY	QTY	UOM	ITEM NUMBER /		
ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
1	1		EA	**	1 CAW-975	314.95 314.95
*LOCATION					2 PIECE LIVING ROOM SUITE	
2	1	1	EA	**	1 CAW-9755	.00 .00
*LOCATION		2			SOFA ANTRON NYLON BLUE	
3	1	1	EA	**	1 CAW-975C	.00 .00
*LOCATION		2			CHAIR ANTRON NYLON BLUE	
4	1	1	EA	**	1 MOR-531BL	72.95 72.95
*LOCATION					OCG. CHAIR PADDED BACK BLUE	
5	1	1	EA	**	1 MOR-731C	89.95 89.95
*LOCATION					OCG. CHAIR CUSHION BACK COCOA	
6	1	1	EA	**	1 MOR-733S	93.95 93.95
*LOCATION					OCG. CHAIR CUSION BACK SAND	
7	1	1	EA	**	1 MOR-841BR	106.95 106.95
*LOCATION					OCG MID BACK CHAIR BRICK	
8	1		EA	**	1 ACO-2500	379.95 379.95
*LOCATION					6 PC GRP HERC RUST/BLU PLD PNE	
9	1	1	EA	**	1 ACO-2501	.00 .00
*LOCATION					SOFA HERC RUST BL PLAID PINE	
10	1	1	EA	**	1 ACO-2502	.00 .00
*LOCATION					CHAIR HERC RUST BL PLAID PINE	

CONTINUED >



V
n. Distributors, Inc.
Owens Point Road
Timore, Maryland

BOOK 501 PAGE 254

46066

* P I C K I N G T I C K E T *
DATE 06/26/86 11:08

21219

PAGE: 002

ER NUMBER: 50408

BRANCH NUMB: 000
DATE SHIPPED: 6-26-86
CUST NUMBER: FUR340

P TO:
N & BEDDING DISCOUNTERS
BAY RIDGE ROAD
APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 9 WT: _____

NE: (301) 263-5007
NUMBER: 6/26/86

21403

CHARGES: _____

SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
1	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
1	1	1	✓	EA	1	ACC-2504	.00 .00
*LOCATION			**			ROCKER HERC RUST BL PLAID PINE	
2	2	2	✓	EA	1	ACC-2506	.00 .00
*LOCATION			**			END TABLE PINE	
3	1	1	✓	EA	1	ACC-2507	.00 .00
*LOCATION			**			CR/OTT HERC RUST BL PLAID PINE	
4	1	1	✓	EA	1	SNO-121FS	57.95 57.95
*LOCATION			1-B	**		PLATE ROCK NYLON/VIN FACT SEL	
5	1	1	✓	EA	1	SNO-200R	82.95 82.95
*LOCATION			1-B	**		GOOSENECK ROCK NYL TWEED RUST	
6	1	1	✓	EA	1	FAM-1005	44.95 44.95
*LOCATION			3	**		BOSTON ROCKER MAPLE	
7	1	21	✓	EA	1	DUN-32711	214.95 214.95
*LOCATION			**			SOFA OLEFIN POWDER	
8	1	21	✓	EA	1	DUN-32721	124.95 124.95
*LOCATION			**			CHAIR OLEFIN POWDER	
9	1			EA	1	CAW-1607	355.95 355.95
*LOCATION			**			2 PIECE LIVING ROOM SUITE	
20	1	1	✓	EA	1	CAW-1607SA	.00 .00
*LOCATION			**			SOFA ANTRON-AUTUMN	
21	1	1	✓	EA	1	CAW-1607CA	.00 .00
*LOCATION			**			CHAIR ANTRON-AUTUMN	

CONTINUED >

[Signature]

pern Distributors, Inc.
O Sparrows Point Road
timore, Maryland

BOOK 501 PAGE 255

* PICKING TICKET *
DATE 06/26/86 11:00

46066

21219

PAGE: 003

ER NUMBER: 50408

BRANCH NUMB: 000

DATE SHIPPED: 6-26-86

CUST NUMBER: FUR340

P TO:
N & BEDDING DISCOUNTERS
BAY RIDGE ROAD
APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: _____

INE: (301) 263-5007
L. NUMBER: 6/26/86

21403

CHARGES: _____

SLSM NO. 002

IE QTY QTY QTY UOM
M ORD SHIP B/O UOM FACT

ITEM NUMBER /
ITEM DESCRIPTION

12	1			EA	1	BRO-8815		629.95	629.95
*LOCATION				**		7 PIECE DINING RM SUITE	PINE		
13	1	10	3	EA	1	BRO8815-33		.00	.00
*LOCATION			4	**		SQUARE OVAL TABLE	PINE		
14	1	10	3	EA	1	BRO8815-33		.00	.00
*LOCATION			3	**		CHINA BASE	PINE		
15	1	10	3	EA	1	BRO8815-64		.00	.00
*LOCATION			3	**		CHINA DECK	PINE		
16	4	4	4	EA	1	BRO8815-81		.00	.00
*LOCATION			3	**		SIDE CHAIR	PINE		
17	1			EA	1	BER-9604/5P		119.95	119.95
*LOCATION				**		5 PIECE DINETTE SET			
18	1	1		EA	1	BER-9604		.00	.00
*LOCATION				**		OCTAGON TABLE	GLASS/BRASS		
19	4	4		EA	1	BER-9600		.00	.00
*LOCATION				**		BREUER CHAIR	VELVET/BRASS		
20	1			EA	1	MEM-S-93		94.95	94.95
*LOCATION				**		5 PIECE DINETTE SET			
21	1	1		EA	1	MEM-S-93T		.00	.00
*LOCATION				**		TABLE	BUTCHER BLOCK		
22	4	4		EA	1	MEM-S-93C		.00	.00
*LOCATION				**		CHAIR	BEIGE/BROWN		

CONTINUED >

Shan

BOOK 501 PAGE 256

pern Distributors, Inc.
 0 Sparrows Point Road
 timore, Maryland

* P I C K I N G T I C K E T *
 DATE 06/26/86 11:06

46066

21219

PAGE: 004

ER NUMBER: 50408

BRANCH NUMB: 000 **6-26-86**
 DATE SHIPPED:
 CUST NUMBER: FUR340

P TO:
 N & BEDDING DISCOUNTERS
 BAY RIDGE ROAD
 APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: **3** WT:

NE: (301) 263-5007
 . NUMBER: 6/26/86

21403

CHARGES:

SLSP NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /			
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION		
3	1	1	1	EA	1	MEM-G-BT	35.85	35.85
				**	TABLE	BUTCHER BLOCK S/R		
4	6	6	6	EA	1	MEM-G-BC	12.35	74.10
				**	CHAIR	YELLOW ARDMORE S/R		
5	2	6	6	EA	1	MEM-G-BT CH3-AOK LINE ITEM OK	16.70	63.70
			4	**	ADD HIGH BACK CHAIR	BETGE		
6	1	1	1	EA	1	SHA-440-19	179.95	179.95
			4	**	3 WAY RECLINER	VINYL SADDLE		
7	1	1	1	EA	1	BET-50	89.95	89.95
				**	2 WAY RECLINER	VELVET TAN		
8	1	1	1	EA	1	ACT1440-17	199.95	199.95
				**	HANDLE W/S	VELVET PINK		
9	1	1	1	EA	1	CCR-90633	384.95	384.95
				**	QUEEN SLEEPER	COTTON TOAST		
10	1	1	1	EA	1	CCR-60622	225.95	225.95
				**	LOVESEAT	COTTON TOAST		
11	1	1	1	EA	1	BRO-4101	524.95	524.95
				**	4 PIECE BEDROOM SUITE	OAK		
12	1	1	1	EA	1	BRO4101-31	.00	.00
				**	TRIPLE DRESSER	OAK		
13	1	1	1	EA	1	BRO4101-39	.00	.00
				**	HUTCH MIRROR	OAK		

CONTINUED >

pern Distributors, Inc.
O Sparrows Point Road
timore2, Maryland

BOOK 501 PAGE 257

46066

* P I C K I N G T I C K E T *
DATE 06/26/86 11:08

21219

PAGE: 003

IER NUMBER: 50408

BRANCH NUMB: 062686
DATE SHIPPED: 6/26/86
CUST NUMBER: FUR340

P TO:
N & BEDDING DISCOUNTERS
BAY RIDGE ROAD
APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: WT:

INE: (301) 263-5007
I. NUMBER: 6/26/86

CHARGES:

GLSM NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /			
IM	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION		
4	1	1	1	EA	1	BRO4101-41	.00	.00
*LOCATION				**		CHEST 5 DRAWER OAK		
5	1	1	1	EA	1	BRO4101-56	.00	.00
*LOCATION				**		CANNONBALL HDBD 4/6 5/0 OAK		
6	1	1	1	EA	1	ARM-430	349.95	349.95
*LOCATION				**		4 PIECE BEDROOMSUITE H PINE		
7	1	1	1	EA	1	ARM430-150	.00	.00
*LOCATION				**		TRIPLE DRESSER HO PINE		
8	1	1	1	EA	1	ARM430-250	.00	.00
*LOCATION				**		HUTCH MIRROR HO PINE		
9	1	1	1	EA	1	ARM430-320	.00	.00
*LOCATION				**		CHEST 5 DR HO PINE		
10	1	1	1	EA	1	ARM430-455	.00	.00
*LOCATION				**		HEADBOARD 4/6-5/0 HO PINE		
11	1	1	1	EA	1	DM12515-14	68.90	68.90
*LOCATION				**		DOUBLE DRESSER HO PINE		
12	1	1	1	EA	1	DM12515-60	27.95	27.95
*LOCATION				**		MIRROR HO PINE		
13	1	1	1	EA	1	DM12515-24	69.90	69.90
*LOCATION				**		CHEST 4 DR HO PINE		
14	1	1	1	EA	1	DM12515-30	29.20	29.20
*LOCATION				**		PANEL HDBD 4/6-5/0 HO PINE		

CONTINUED >

Y. Shan

pern Distributors, Inc.
0 Sparrows Point Road
timore, Maryland

BOOK 501 PAGE 258

46066

* P I C K I N G T I C K E T *

DATE 06/26/86 11:08

21219

PAGE: 006

ER NUMBER: 50408

BRANCH NUMB: 000

DATE SHIPPED: 6-26-86

CUST NUMBER: PUR340

P TO:

N & BEDDING DISCOUNTERS

BAY RIDGE ROAD

APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 2 WT: -----

21403

NE: (301) 263-5007

. NUMBER: 6/26/86

CHARGES: -----

SLSM NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /			
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION		
5	1			EA	1	J/M-2600	54.95	54.95
*LOCATION				**		2X4 BUNK BED W/RAILS PINE		
6	1			EA	1	J/M-2600BB	.00	.00
*LOCATION				**		2 X 4 BUNK BED PINE		
7	2			EA	1	J/M-2600WR	.00	.00
*LOCATION				**		WOOD RAILS PINE		
8	1			EA	1	J/M-3600	72.95	72.95
*LOCATION				**		2X6 BUNK BED W/RAILS PINE		
9	1			EA	1	J/M-3600BB	.00	.00
*LOCATION				**		2 X 6 BUNK BED PINE		
0	2			EA	1	J/M-3600WR	.00	.00
*LOCATION				**		WOOD RAILS PINE		
1	1			EA	1	J/M-8600	109.95	109.95
*LOCATION				**		2X6 BUNK BED SPLIT W/RLS PINE		
2	1			EA	1	J/M-8600BB	.00	.00
*LOCATION				**		2 X 6 BUNK BED-SPLIT PINE		
3	2			EA	1	J/M-8600WR	.00	.00
*LOCATION				**		WOOD RAILS PINE		
4	1			EA	1	TUR-411	52.95	52.95
*LOCATION				**		CHEST 4 DR MEDIUM PINE		
5	1			EA	1	TUR-465	54.95	54.95
*LOCATION				**		5 DRAWER CHEST HICKORY		

CONTINUED >

Sham

pern Distributors, Inc.
O Sparrows Point Road
timon, Maryland

BOOK 501 PAGE 259

* P I C K I N G T I C K E T *
DATE 06/26/86 11:08

46066

21219

PAGE: 007

ER NUMBER: 50408

BRANCH NUMB: 000
DATE SHIPPED: 6-26-86
COST NUMBER: FUR340

P TO:
N & BEDDING DISCOUNTERS
BAY RIDGE ROAD
APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: WT:

INE: (301) 263-5007
NUMBER: 6/26/86

21403

CHARGES:

SLSN NO. 002

IE	QTY	QTY	QTY	UOM
M	ORD	SHIP	B/O	UOM FACT

ITEM NUMBER /
ITEM DESCRIPTION

DT/10:40

*** ORDER TOTAL

5,502.95
4,938.15

*** THIS IS A CONSIGNMENT--PLEASE SEE ATTACHMENT ***

Edham



BOOK 501 PAGE 260

HALPERN DISTRIBUTORS, INC.

P.O. BOX 5785 BALTIMORE, MARYLAND 21208 301/947-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

June 26, 1986
DATE

[Signature]
OFFICER OF COMPANY

58408
ORDER NO.

pern Distributors, Inc.
20 Sparrows Point Road
Baltimore, Maryland

501 PAGE 261
* F I C K I N G *
DATE 07/03/86 14:25

40330

21217

PAGE: 001

DER NUMBER: 50715

BRANCH NUMBER: 000

DATE SHIPPED: 7-7-86

CUST NUMBER: FUR340

IF TO:

IN & BEDDING DISCOUNTERS
2 BAY RIDGE ROAD
BAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: _____

21403

DNE: (301) 263-5007

1. NUMBER: 7-3-86

CHARGES: _____

CLESH NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
IN	ORD	SHIP	B/O	UOM	FACT			
01	2	2		EA	1	ASH-5732	89.95	139.90
**LOCATION				**		SQUARE COMMODE PINE		
02	2	2		EA	1	ASH-5903	89.95	139.90
**LOCATION				**		END TABLE DARK OAK		
03	2	2		EA	1	ASH-7732M	49.95	99.90
**LOCATION				**		SQUARE COMMODE MARBLE PECAN		

BB/2: 15

*** ORDER TOTAL 379.70

*** THIS IS A CONSIGNMENT - PLEASE SEE ATTACHMENT ***

Add table no cocktails for these



BOOK 501 PAGE 262

Apenn Distributors, Inc.
10 Sparrows Point Road
Timber, Maryland

PICKING TICKET
DATE 07/03/86 14:26

48391

21219

PAGE: 001

MER NUMBER: 50717

BRANCH NAME: 007-7-86
DATE SHIPPED:
COST NUMBER: PUR340

IF TO:
IN & BEDDING DISCOUNTERS
1 DAY RIDGE ROAD
BAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 13 WT: _____

21403

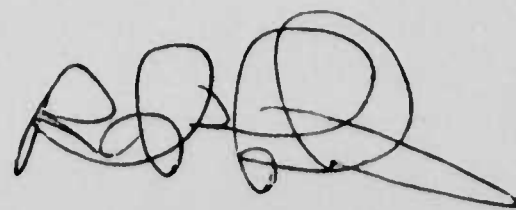
INF: (301) 263-5007
J. NUMBER: 7-3-86

CHARGES: _____

SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
EM	ORD	SHIP	B/O	UOM	FACT			
01	1	1	✓	EA	1	ASH-1471	53.95	53.95
**LOCATION			3	**		COCKTAIL TABLE OAK		
02	2	2	✓	EA	1	ASH-1472	53.95	107.90
**LOCATION			3	**		SQUARE COMMODE OAK		
03	1	1	✓	EA	1	ASH-1371	53.95	53.95
**LOCATION				**		COCKTAIL TABLE HICKORY/BURL		
04	1	1	✓	EA	1	ASH-1372	53.95	53.95
**LOCATION				**		SQUARE COMMODE HICKORY/BURL		
05	1	1	✓	EA	1	ASH-1373	53.95	53.95
**LOCATION				**		HEX COMMODE HICKORY/BURL		
06	1	1	✓	EA	1	ASH-6881	92.95	92.95
**LOCATION				**		COCKTAIL TABLE HICKORY		
07	2	2	✓	EA	1	ASH-6887	83.95	167.90
**LOCATION				**		HEX TABLE HICKORY		
08	1	1	✓	EA	1	ASH-5861	91.95	91.95
**LOCATION				**		COCKTAIL TABLE PINE		
09	2	2	✓	EA	1	ASH-5862	91.95	183.90
**LOCATION				**		SQUARE COMMODE PINE		
10	1	1	✓	EA	1	ASH-5800	77.95	77.95
**LOCATION				**		OVAL COCKTAIL TABLE OAK		

CONTINUED >



Apenn Distributors, Inc.
70 Sparrows Point Road
Baltimore, Maryland

BOOK 501 PAGE 263

46391

* PICKING TICKET *
DATE 07/03/86 14:26

21212

PAGE: 002

ORDER NUMBER: 50717

BRANCH NUMBER: 000
DATE SHIPPED: 7-7-86
CUST NUMBER: FUR340

IF TO:
IN & BEDDING DISCOUNTERS
2 BAY RIDGE ROAD
NAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 5 WT: _____

21403

ONE: (301) 263-5007
D. NUMBER: 7-3-86

CHARGES: _____
GLSP NO. 002

NE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
EM	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
11	2	2	✓	EA	1	ASH-3803 RECTANGULAR TABLE	77.95 155.90
**LOCATION				**		OAK	
12	1	1	✓	EA	1	ASH-2740 COCKTAIL TABLE	62.95 62.95
**LOCATION				**		HONEY OAK	
13	2	2	✓	EA	1	ASH-2747 HEX TABLE	62.95 125.90
**LOCATION				**		HONEY OAK	

BB/2:16

*** ORDER TOTAL 1,283.10

*** THIS IS A CONSIGNMENT---PLEASE SEE ATTACHMENT ***

RD

Distributors, Inc.
Sparrows Point Road
Baltimore, Maryland

BOOK 501 PAGE 264

* PICKING TICKET *
DATE 03/30/86 13:09

46256

21219

PAGE: 001

ORDER NUMBER: 50583

BRANCH NUMBER: 000 **728**
DATE SHIPPED:
COST NUMBER: PUR340

IF TO:
RN & BEDDING DISCOUNTERS
04 SOLOMONS ISLAND ROAD
SEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: **6** WT: _____

21037

ONE: (301) 956-2600

Q. NUMBER: 7/1/86

CHARGES: _____

CLERK NO. 002

Please Call Day Before Delivery

NE QTY QTY QTY UOM
SH ORD SHIP B/O UOM FACT

ITEM NUMBER /
ITEM DESCRIPTION

01	1			EA	**	1	BRU-4000/2		339.95	339.95
**LOCATION							2 PIECE LIVING ROOM SUITE			
02	1	1		EA	**	1	BRU-4000 ✓		.00	.00
**LOCATION							SOFA	HERCULON/RUST		
03	1	1		EA	**	1	BRU-4002 ✓		.00	.00
**LOCATION							CHAIR	HERCULON/RUST		
04	1			EA	**	1	BRU-4100/2		436.95	436.95
**LOCATION							2 PIECE LIVING ROOM SUITE			
05	1	1		EA	**	1	BRU-4100 ✓		.00	.00
**LOCATION							SOFA	ANTRON/NYLON BRICK		
06	1	1		EA	**	1	BRU-4102 ✓		.00	.00
**LOCATION							CHAIR	ANTRON/NYLON BRICK		
07	1	3		EA	**	1	CWC-205		409.95	409.95
**LOCATION							2 PIECE LIVING ROOM SUITE			
08	1	1		EA	**	1	CWC-205-1 ✓		.00	.00
**LOCATION							SOFA	ANTRON FLORAL TAUPE		
09	1	1		EA	**	1	CWC-205-2 ✓		.00	.00
**LOCATION							CHAIR	ANTRON FLORAL TAUPE		
10	1			EA	**	1	BRO-265		719.95	719.95
**LOCATION							4 PIECE BEDROOM SUITE	PINE		

CONTINUED >

CTW

Ipern Distributors, Inc.
00 Sparrows Point Road
1timore, Maryland

BOOK 501 PAGE 265

* P I C K I N G T I C K E T *
DATE 06/30/86 13:09

46256

21219

PAGE: 002

DER NUMBER: 50583

BRANCH NUMB: 007-286
DATE SHIPPED:
CUST NUMBER: FUR340

IP TO:
RN & BEDDING DISCOUNTERS
04 SOLOMONS ISLAND ROAD
GEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 4 WT: -----

21037

ONE: (301) 956-2600
O. NUMBER: 7/1/86

CHARGES: -----
GLSN NO. 002

NE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
EM	ORD	SHIP	B/O	UOM FACT	ITEM DESCRIPTION		
11	1	01	0	EA	1 BRO-265-30		
**LOCATION				**	TRIPLE DRESSER	PINE	.00 .00
12	1	01	0	EA	1 BRO-265-39		
**LOCATION				**	HUTCH MIRROR	PINE	.00 .00
13	1	1	✓	EA	1 BRO-265-40		
**LOCATION				**	CHEST	PINE	.00 .00
14	1	01	0	EA	1 BRO-265-66		
**LOCATION				**	CANNONBALL BED 4/6-5/0	PINE	.00 .00
15	1	01	0	EA	1 ARM418-140		
**LOCATION			1-A	**	DOUBLE DRESSER	DARK PINE	116.10 116.10
16	1	01	0	EA	1 ARM418-250		
**LOCATION			1-A	**	HUTCH MIRROR	DARK PINE	92.10 92.10
17	1	1	✓	EA	1 ARM418-315		
**LOCATION			1-A	**	CHEST 4 DR	DARK PINE	69.25 69.25
18	1	01	0	EA	1 ARM418-455		
**LOCATION				**	POSTER HODD 4/6 - 5/0	PINE	57.95 57.95
19	1			EA	1 ARM-510		
**LOCATION				**	4 PIECE BEDROOM SUITE	ASH	349.95 349.95
20	1	1	✓	EA	1 ARM510-140		
**LOCATION				**	DOUBLE DRESSER	ASH	.00 .00
21	1	1	✓	EA	1 ARM510-210		
**LOCATION				**	VERTICAL MIRROR	ASH	.00 .00

CONTINUED

CT Wahl

Joern Distributors, Inc.
00 Sparrows Point Road
Littleton, Maryland

* P I C K U P * 501 266
DATE 06/30/86 13:09

46256

21219

PAGE: 003

DER NUMBER: 50583

BRANCH NUMB: 000 7-2-86
DATE SHIPPED:
CUST NUMBER: FUR340

IP TO:
RN & BEDDING DISCOUNTERS
04 SOLOMONS ISLAND ROAD
GEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT:

ONE: (301) 956-2600
O. NUMBER: 7/1/86

21037

CHARGES:

GLSN NO. 002

NE	QTY	QTY	QTY	UOM	ITEM NUMBER /			
EM	ORD	SHIP	B/D	UOM	FACT	ITEM DESCRIPTION		
22	1	1		EA	1	ARM510-320	.00	.00
**LOCATION				**		5 DR CHEST		
23	1	1		EA	1	ARM510-467	.00	.00
**LOCATION				**		FAN HOOD 4/6-5/0		
24	2	2		EA	1	TUR-411	52.95	105.90
**LOCATION				**		CHEST 4 DR		
25	1			EA	1	BRO5815	629.95	629.95
**LOCATION				**		7 PIECE DINING RM SUITE		
26	1	1	4	EA	1	BRO5815-33	.00	.00
**LOCATION				**		SQUARE OVAL TABLE		
27	1	1	3	EA	1	BRO5815-63	.00	.00
**LOCATION				**		CHINA BASE		
28	1	1	3	EA	1	BRO5815-64	.00	.00
**LOCATION				**		CHINA DECK		
29	4	4	3	EA	1	BRO5815-81	.00	.00
**LOCATION				**		SIDE CHAIR		
30	1	1		EA	1	CAW-1902RS	214.95	214.95
**LOCATION				**		REGULAR SLEEPER OLEFIN		
31	1	1		EA	1	CAW-7002B	194.95	194.95
**LOCATION				**		REGULAR SLEEPER OLEFIN		
32	1	1		EA	1	CAW-10850S	269.95	269.95
**LOCATION				**		QUEEN SLEEPER OLEFIN		

CONTINUED

CTWald

Ipern Distributors, Inc.
00 Sparrows Point Road
Baltimore, Maryland

BOOK 501 PAGE 267

* P I C K I N G T I C K E T *
DATE 06/30/86 13:09

46256

21219

PAGE: 004

DER NUMBER: 50583

IP TO:
RN & BEDDING DISCOUNTERS
04 SOLOMONS ISLAND ROAD
GEWATER, MD

BRANCH NUMB: 000
DATE SHIPPED: 7-28-86
CUST NUMBER: FUR340

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 2 WT: _____

ONE: (301) 956-2600
O. NUMBER: 7/1/86

21037

CHARGES: _____

CLSP NO. 002

NE QTY QTY QTY UOM
EM ORD SHIP B/O UOM FACT

ITEM NUMBER /
ITEM DESCRIPTION

33	1	1				EA	1	CAW-1085L	LOVESEAT	OLEFIN	SLATE	145.95	145.95
**LOCATION						**							
34	1	1				EA	1	CAW-1085R	RECLINER	OLEFIN	SLATE	114.95	114.95
**LOCATION						**							

DS/12:49

*** ORDER TOTAL

4,308.75

*** THIS IS A CONSIGNMENT---PLEASE SEE ATTACHMENT ***

Q. T. Wala



HALPERN DISTRIBUTORS, INC.

P.O. BOX 8786 BALTIMORE, MARYLAND 21208 301/947-7000

BOOK 501 PAGE 268

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

DATE July 1, 1986

[Signature]
OFFICER OF COMPANY

ORDER NO. 50583

2nd Distributors, Inc.
20 Sparrows Point Road
Baltimore, Maryland

* P I C K I N 501 269 T *
DATE 07/03/86 14127

46392

21219

PAGE: 001

DER NUMBER: 50719

BRANCH NUMB: 000

DATE SHIPPED: 7-7-86

CUST NUMBER: FUR540

IP TO:

IN & BEDDING DISCOUNTERS
24 SOLOMONS ISLAND ROAD
SEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 12 WT: _____

21037

ONE: (001) 956-2600

1. NUMBER: 7-3-86

CHARGES: _____

CLSH NO. 002

ME	QTY	QTY	QTY	UOM	ITEM NUMBER /			
EN	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION		
01	1	1		EA	1	ASH-5800	77.95	77.95
**LOCATION				**		OVAL COCKTAIL TABLE ✓ OAK		
02	2	2		EA	1	ASH-5803	77.95	155.90
**LOCATION				**		RECTANGULAR TABLE ✓ OAK		
03	1	1		EA	1	BRO3076-01	93.95	93.95
**LOCATION				**		COCKTAIL TABLE ✓ OAK		
04	2	2		EA	1	BRO3076-02	93.95	187.90
**LOCATION				**		COMMODE END TABLE ✓ OAK		
05	1	1		EA	1	ASH-1471	53.95	53.95
**LOCATION			3	**		COCKTAIL TABLE ✓ OAK		
06	2	2		EA	1	ASH-1472	52.95	107.90
**LOCATION			3	**		SQUARE COMMODE ✓ OAK		
07	1	1		EA	1	ASH-1371	53.95	53.95
**LOCATION				**		COCKTAIL TABLE ✓ HICKORY/BURL		
08	1	1		EA	1	ASH-1377	53.95	53.95
**LOCATION				**		HEX COMMODE ✓ HICKORY/BURL		
09	1	1		EA	1	ASH-1372	53.95	53.95
**LOCATION				**		SQUARE COMMODE ✓ HICKORY/BURL		
10	1	1		EA	1	ASH-301/3	117.95	117.95
**LOCATION				**		3 PIECE TABLE GROUP KD WALNUT		

CONTINUED >

DEL. 7-7-86

34PC Fritz.

Distributors, Inc.
Prows Point Road
P, Maryland

BOOK 501 PAGE 270

46392

* P I C K I N G T I C K E T *
DATE 07/03/86 14:27

21219

PAGE: 002

NUMBER: 50719

BRANCH NUMB: 007-7-86
DATE SHIPPED:
CUST NUMBER: FUR340

IP TO:
IN & BEDDING DISCOUNTERS
04 SOLOMONS ISLAND ROAD
SEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: _____

21037

DNE: (301) 956-2600
J. NUMBER: 7-3-86

CHARGES: _____

SLSM NO. 002

NE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
EM	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
11	1	1		EA	1	ASH-301	.00 .00
**LOCATION			3	**		COCKTAIL TABLE K.D. WALNUT	
12	2	2		EA	1	ASH-303	.00 .00
**LOCATION			3	**		END TABLE K.D. WALNUT	
13	1	1		EA	1	ASH-5861	91.95 91.95
**LOCATION				**		COCKTAIL TABLE PINE	
14	2	2		EA	1	ASH-5862	91.95 183.90
**LOCATION				**		SQUARE CONSOLE PINE	

BB/2:20

*** ORDER TOTAL

1,233.20

*** THIS IS A CONSIGNMENT—PLEASE SEE ATTACHMENT ***

Swift

ipern Distributors, Inc.
 20 Sparrows Point Road
 Baltimore, Maryland

* P I C K I N G T I C K E T *
 DATE 06/30/86 13:06

46255

PAGE: 001

21219

DER NUMBER: 50580

BRANCH NUMB: 000
 DATE SHIPPED: 7-2-86
 CUST NUMBER: FUR340

IF TO:
 RN & BEDDING DISCOUNTERS
 2 BAY RIDGE ROAD
 NAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 8 WT: _____

21403

ONE: (301) 263-5007

D. NUMBER: 7/1/86

CHARGES: _____

GLSH NO. 002

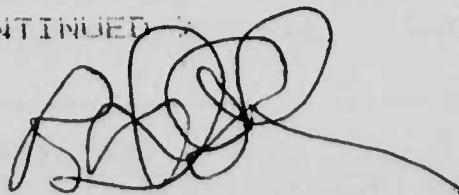
Leave Call Day Before Delivery

WE QTY QTY QTY UOM
 EM ORD SHIP B/O UOM FACT

ITEM NUMBER /
 ITEM DESCRIPTION

01	1			EA	**	1	HAL-24/5		269.95	269.95
**LOCATION							3 PIECE LIVING ROOM SUITE			
02	1	1	✓	EA	**	1	HAL-24-55		.00	.00
**LOCATION							SOFA HERCULON SLATE			
03	1	1	✓	EA	**	1	HAL-24-05		.00	.00
**LOCATION							CHAIR HERCULON SLATE			
04	1	1	✓	EA	**	1	HAL-24-L5		.00	.00
**LOCATION							LOVESEAT HERCULON SLATE			
05	1	1	✓	EA	**	1	HAL-13-SB		131.50	131.50
**LOCATION						2	SOFA HERCULON PLAID RUST/BROWN			
06	1	1	✓	EA	**	1	HAL-13-05		69.45	69.45
**LOCATION						2	CHAIR HERCULON PLD RUST/BROWN			
07	1			EA	**	1	CAW-100		194.65	194.65
**LOCATION							2 PIECE LIVING ROOM SUITE			
08	1	1	✓	EA	**	1	CAW-100S		.00	.00
**LOCATION							SOFA NYLON-COTTON WHEAT/BROWN			
09	1	1	✓	EA	**	1	CAW-100C		.00	.00
**LOCATION							CHAIR NYLON-COTTON WHEAT/BROWN			
10	1	1	✓	EA	**	1	CAW-100L		96.95	96.95
**LOCATION							LVST NYLON-COTTON WHEAT/BROWN			

CONTINUED



BOOK 501 PAGE 272

Ipehn Distributors, Inc.
00 Sparrows Point Road
Baltimore, Maryland* P I C K I N G T I C K E T *
DATE 06/30/86 13:06

46255

21219

PAGE: 002

DER NUMBER: 50580

BRANCH NUMB: 000

DATE SHIPPED: 7-2-86

CUST NUMBER: FUR340

IP TO:

RN & BEDDING DISCOUNTERS
2 BAY RIDGE ROAD
NAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 12 WT: _____

21403

ONE: (301) 263-5007

O. NUMBER: 7/1/86

CHARGES: _____

SLSM NO. 002

NE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
EM	ORD	SHIP	B/D	UOM	FACT			
11	2	2	✓	EA	1	TUR-411	52.75	105.90
**LOCATION				**		CHEST 4 DR MEDIUM PINE		
12	1	1	✓	EA	1	CAR-155600	123.50	123.50
**LOCATION				3	**	DOUBLE DRESSER MAPLE		
13	1	1	✓	EA	1	CAR-156400	43.75	43.75
**LOCATION				2	**	FRAME MIRROR MAPLE		
14	1	1	✓	EA	1	CAR-154400	89.75	89.75
**LOCATION				3	**	CHEST 4 DR MAPLE		
15	1	1	✓	EA	1	CAR-157350	55.95	55.95
**LOCATION				2	**	SPINDLE HDBD 4/6-5/0 MAPLE		
16	1	1	✓	EA	1	ARM418-140	116.10	116.10
**LOCATION				1-A	**	DOUBLE DRESSER DARK PINE		
17	1	1	✓	EA	1	ARM418-250	92.10	92.10
**LOCATION				1-A	**	HUTCH MIRROR DARK PINE		
18	1	1	✓	EA	1	ARM418-318	89.25	89.25
**LOCATION				1-A	**	CHEST 4 DR DARK PINE		
19	1	1	✓	EA	1	ARM418-455	57.95	57.95
**LOCATION				**		POSTER HDBD 4/6 - 5/0 PINE		
20	1	1	✓	EA	1	CAR-705600	124.50	124.50
**LOCATION				**		DOUBLE DRESSER SABLE - DK		
21	1	1	✓	EA	1	CAR-706500	55.45	55.45
**LOCATION				**		MIRROR - VERTICAL SABLE - DK		

CONTINUED >

Iperco Distributors, Inc.
00 Sparrows Point Road
Baltimore, Maryland

BOOK 501 PAGE 273

46255

* P I C K I N G T I C K E T *
DATE 06/30/86 13:06

21219

PAGE: 003

DER NUMBER: 50580

BRANCH NUMB: 000
DATE SHIPPED: 7-2-86
CUST NUMBER: FUR340

IP TO:
RN & BEDDING DISCOUNTERS
2 BAY RIDGE ROAD
NAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: _____

21403

ONE: (301) 263-5007
O. NUMBER: 7/1/86

CHARGES: _____
GLSN NO. 002

NE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
EM	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
22	1	1	✓ 1	EA	1	CAR-704400 CHEST 20 20 20 SABLE - DK	90.00 90.00 .00
23	1	1	✓	EA	1	CAR-707750 PANEL HDBD 4/6 - 5/0 SABLE - DK	60.00 60.00
24	1	0	1	EA	1	BRO5453-32 OVAL TABLE FRUITWOOD	163.15 .00
25	1	0	1	EA	1	BRO5455-65 CHINA BASE FRUITWOOD	143.20 .00
26	1	0	1	EA	1	BRO5453-66 CHINA DECK FRUITWOOD	134.60 .00
27	4	0	4	EA	1	BRO5455-83 SIDE CHAIR FRUITWOOD	47.25 189.00
28	1	1	✓	EA	1	CAW-1902RS REGULAR SLEEPER OLEFIN BLUE	214.95 214.95
29	1	1	✓	EA	1	CAW-9000RS REG SLEEPER NYLON NATURAL	229.95 229.95
30	1	1	✓	EA	1	CAW-10850S QUEEN SLEEPER OLEFIN SLATE	269.95 269.95
31	1	1	✓	EA	1	CAW-1085C CHAIR OLEFIN SLATE	111.70 111.70

DS/11:46

*** ORDER TOTAL

2,713.85

CONTINUED >

Distributors, Inc.
Sparrows Point Road
Timore, Maryland

BOOK 501 PAGE 274

46255

* P I C K I N G T I C K E T *
DATE 06/30/86 13:06

21219

PAGE: 004

DER NUMBER: 50580

BRANCH NUMB: 000

DATE SHIPPED: 7-2-86

CUST NUMBER: FUR340

IF TO:
RN & BEDDING DISCOUNTERS
2 BAY RIDGE ROAD
NAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: WT:

21403

CONE: (301) 263-5007

O. NUMBER: 7/1/86

CHARGES:

GLSM NO. 002

NE	QTY	QTY	QTY	UOM
EM	ORD	SHIP	B/D	UOM FACT

ITEM NUMBER /
ITEM DESCRIPTION

*** THIS IS A CONSIGNMENT - PLEASE SEE ATTACHMENT ***

George W Campbell
B 7-2-86



HALPERN DISTRIBUTORS, INC.
P.O. BOX 5786 BALTIMORE, MARYLAND 21208 301/947-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

DATE July 1, 1986

J. Campbell
OFFICER OF COMPANY

ORDER NO. 50580

BOOK 501 PAGE 276

pern Distributors, Inc.
 0 Sparrows Point Road
 timore, Maryland

* P I C K I N G T I C K E T *
 DATE 07/03/86 14:24

46389

21219

PAGE: 001

ER NUMBER: 50713

BRANCH NUMB: 000 *7-2-86*
 DATE SHIPPED: *7-2-86*
 CUST NUMBER: FUR340

P TO:
 N & BEDDING DISCOUNTERS
 4 SOLOMONS ISLAND ROAD
 EWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: *5* WT: _____

21037

RE: (301) 956-2600
 . NUMBER: 7-3-86

CHARGES: _____
 GLSP NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
IN	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
01	2	<i>2</i>		EA	1	ASH-7739H	49.95
				**		BOOKEND TABLE MARBLE <i>✓</i> PECAN	99.90
02	1	<i>0</i>		EA	1	ASH-7742	69.95
				**		SQUARE COMMODE <i>deleted per AD</i> OAK	69.95
03	1	<i>1</i>		EA	1	ASH-7747	69.95
				**		HEX COMMODE <i>✓</i> OAK	69.95
04	2	<i>2</i>		EA	1	ASH-5012	64.95
				3	**	SQUARE COMMODE <i>✓</i> HICKORY	129.90

BB/2:08

*** ORDER TOTAL

299.15
~~369.70~~

*** THIS IS A CONSIGNMENT --- PLEASE SEE ATTACHMENT ***

ODD TABLES NO COCKTAILS FOR THESE

Fritz.

V
Distributors, Inc.
Barrows Point Road
More, Maryland

BOOK 501 PAGE 277

46964

P I C K I N G T I C K E T #
DATE 07/16/86 16:16

21219

PAGE: 001

ER NUMBER: 51213
P TO:
N & BEDDING DISCOUNTERS
BAY RIDGE ROAD
APOLIS, MD

BRANCH NUMB: 000
DATE SHIPPED: 7/27/86
CUST NUMBER: FLE 40

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 2 WT: _____

21400

NE: (301) 263-5007
NUMBER: 7/16/86

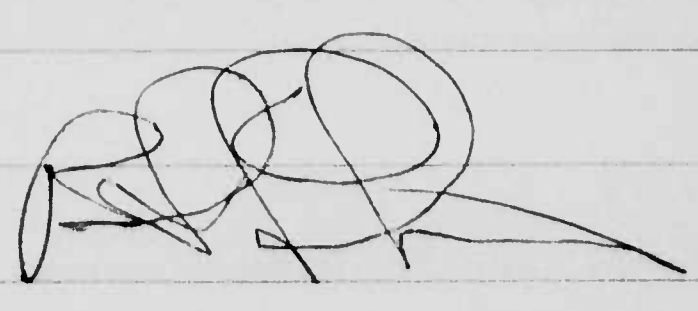
CHARGES: _____
GLSN NO. 002

E	QTY	QTY	QTY	UOM	ITEM NUMBER /		
H	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
1	4	4		EA	1	CWC-24-10	22.50
*LOCATION				**		SPINDLE BACK CHAIR H PINE	90.00

05/31/86

*** ORDER TOTAL 50.00

*** THIS IS A CONSIGNMENT --- PLEASE SEE ATTACHMENT ***





HALPERN DISTRIBUTORS, INC.

P.O. BOX 5785 BALTIMORE, MARYLAND 21208 301/947-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT


IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

DATE

7/18/86

ORDER NO.

51213


OFFICER OF COMPANY

BOOK 501 PAGE 279

pern Distributors, Inc.
10 Sparrow Point Road
Baltimore, Maryland

* P I C K I N G T I C K E T *
DATE 07/22/86 08:41

47026

21219

PAGE: 001

ORDER NUMBER: 51288

BRANCH NAME: 000

DATE SHIPPED: 7/22/86

COST NUMBER: FUR340

SHIP TO:

IN & BEDDING DISCOUNTERS

1 DAY RIDGE ROAD

BALTIMORE, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: _____

21400

PHONE: (301) 263-5007

ORDER NUMBER: 7-22-86

CHARGES: _____

CLERK NO. 002

LINE	QTY	QTY	QTY	UOM
IN	ORD	SHIP	B/O	UOM FACT

ITEM NUMBER /
ITEM DESCRIPTION

01	6		EA	1	WIP 40
LOCATION	2	**	B-FRAME	3/3	4/8

11.75	70.50
-------	-------

DT/8:39

*** ORDER TOTAL

70.50

*** THIS IS A CONSIGNMENT -- PLEASE SEE ATTACHMENT ***

[Handwritten Signature]



HALPERN DISTRIBUTORS, INC.

P.O. BOX 5786 BALTIMORE, MARYLAND 21208 301/647-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

DATE

July 22, 1986

OFFICER OF COMPANY

[Signature]

ORDER NO.

51268

BOOK 501 PAGE 231

pern Distributors, Inc.
 0 Sparrows Point Road
 Ymore, Maryland

* P I C K I N G T I C K E T *
 DATE 06/26/86 11:04

46065

21219

PAGE: 001

ER NUMBER: 50407

BRANCH NUMB: 000
 DATE SHIPPED: 6-26-86
 CUST NUMBER: FUR340

P TO:
 N & BEDDING DISCOUNTERS
 4 SOLOMONS ISLAND ROAD
 NEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 7 WT: _____

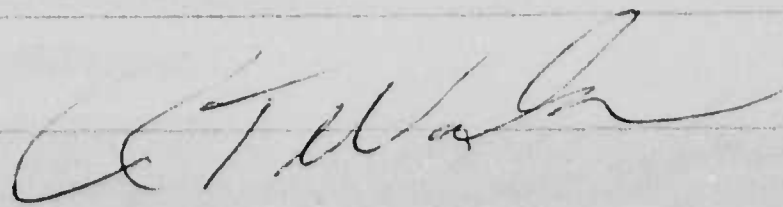
INE: (301) 956-2600
 1. NUMBER: 6/26/86

CHARGES:

SLSM NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
IN	ORD	SHIP	B/O	UOM	FACT			
01	1			EA	1	CAW-2000/T	355.95	355.95
**LOCATION				**		2 PIECE LIVING ROOM SUITE		
02	1			EA	1	CAW-2000ST	.00	.00
**LOCATION				**		SOFA LAYERED BACK TAUPE		
03	1			EA	1	CAW-2000CT	.00	.00
**LOCATION				**		CHAIR LAYERED BACK TAUPE		
04	1			EA	1	CAW-975	314.95	314.95
**LOCATION				**		2 PIECE LIVING ROOM SUITE		
05	1			EA	1	CAW-975S	.00	.00
**LOCATION				2	**	SOFA ANTRON NYLON BLUE		
06	1			EA	1	CAW-975C	.00	.00
**LOCATION				2	**	CHAIR ANTRON NYLON BLUE		
07	1			EA	1	CAW-7000	199.95	199.95
**LOCATION				**		2 PIECE LIVING ROOM SUITE		
08	1			EA	1	CAW-7000S	.00	.00
**LOCATION				**		SOFA OLEFIN/WALNUT		
09	1			EA	1	CAW-7000C	.00	.00
**LOCATION				**		CHAIR OLEFIN/WALNUT		
10	1			EA	1	MOR-531BL	72.95	72.95
**LOCATION				**		OCC. CHAIR PADDED BACK BLUE		

CONTINUED >



pern Distributors, Inc.
 Sparrows Point Road
 timore, Maryland

* P I C K I N G T I C K E T *
 DATE 06/26/86 11:04

46065

21219

PAGE: 002

ER NUMBER: 50407

BRANCH NUMB: 000

DATE SHIPPED: 6/26/86

CUST NUMBER: FUR340

P TO:

N & BEDDING DISCOUNTERS
 4 SOLOMONS ISLAND ROAD
 Ewater, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 11 WT: _____

21037

NE: (301) 956-2600

. NUMBER: 6/26/86

CHARGES: _____

SLSP NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
1	1	1		EA	1	MOR-731C	89.95
*LOCATION				**		OCC. CHAIR CUSHION BACK COCOA	89.95
2	1	1		EA	1	MOR-733S	93.95
*LOCATION				**		OCC. CHAIR CUSHION BACK SAND	93.95
3	1	1		EA	1	MOR-841BR	106.95
*LOCATION				**		OCC MID BACK CHAIR BRICK	106.95
4	1	1		EA	1	ACO-2500	379.95
*LOCATION				**		6 PC GRP HERC RUST/BLU PLD PNE	379.95
5	1	1		EA	1	ACO-2501	.00
*LOCATION				**		SOFA HERC RUST BL PLAID PINE	.00
6	1	1		EA	1	ACO-2502	.00
*LOCATION				**		CHAIR HERC RUST BL PLAID PINE	.00
7	1	1		EA	1	ACO-2504	.00
*LOCATION				**		ROCKER HERC RUST BL PLAID PINE	.00
8	2	2		EA	1	ACO-2506	.00
*LOCATION				**		END TABLE PINE	.00
9	1	1		EA	1	ACO-2507	.00
*LOCATION				**		CK/OTT HERC RUST BL PLAID PINE	.00
10	1	1		EA	1	SMD-121FS	57.95
*LOCATION			I-B	**		PLATF ROCK NYLON/VIN FACT SEL	57.95
11	1	1		EA	1	SMD-200R	82.95
*LOCATION			I-B	**		GOOSENECK ROCK NYL TWEED RUST	82.95

CONTINUED >

RTWah
 To Be Ch

pern Distributors, Inc.
O Sparrows Point Road
timore, Maryland

BOOK 501 PAGE 253

46065

* P I C K I N G T I C K E T *
DATE 06/26/86 11:04

21219

PAGE: 003

ER NUMBER: 50407

BRANCH NUMB: 000 *62686*
DATE SHIPPED: *---*
CUST NUMBER: FUR340

P TO:
N & BEDDING DISCOUNTERS
4 SOLOMONS ISLAND ROAD
EWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: *5* WT: *---*

21037

NE: (301) 956-2600
NUMBER: 6/26/86

CHARGES:

SLSM NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
IN	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
2	1	<i>1</i>		EA	1	FAM-1005	44.95
**LOCATION			3	**		BOSTON ROCKER MAPLE	44.95
3	1			EA	1	CAW-1607	355.95
**LOCATION				**		2 PIECE LIVING ROOM SUITE	355.95
4	1	<i>1</i>		EA	1	CAW-1607SA	.00
**LOCATION				**		SOFA ANTRON-AUTUMN	.00
5	1	<i>1</i>		EA	1	CAW-1607CA	.00
**LOCATION				**		CHAIR ANTRON-AUTUMN	.00
26	1			EA	1	BRO-5817	629.95
**LOCATION				**		7 PIECE DINING RM SUITE OAK	629.95
27	1	<i>1</i>		EA	1	BRO5817-32	.00
**LOCATION				**		OVAL TABLE OAK	.00
28	1	<i>1</i>		EA	1	BRO5817-63	.00
**LOCATION				**		CHINA BASE OAK	.00
29	1	<i>1</i>		EA	1	BRO5817-64	.00
**LOCATION				**		CHINA DECK OAK	.00
30	4	<i>4</i>		EA	1	BRO5817-83	.00
**LOCATION				**		SIDE CHAIR OAK	.00
31	1			EA	1	BER-9604/5P	119.95
**LOCATION				**		5 PIECE DINETTE SET	119.95
32	1	<i>1</i>		EA	1	BER-9604	.00
**LOCATION				**		OCTAGON TABLE GLASS/BRASS	.00

CONTINUED >

RT Walker

in Distributors, Inc.
Parrows Point Road
Timore, Maryland

BOOK 501 PAGE 284

46065

* P I C K I N G T I C K E T *
DATE 06/26/86 11:04

21219

PAGE: 004

ER NUMBER: 50407

BRANCH NUMB: 000

DATE SHIPPED: 6-26-86

CUST NUMBER: FUR340

P TO:

N & BEDDING DISCOUNTERS
4 SOLOMONS ISLAND ROAD
LEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 9 WT: _____

INE: (301) 956-2600

NUMBER: 6/26/86

CHARGES: _____

SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
LINE	ORD	SHIP	B/O	UOM	FACT			
3	4	4		EA	1	BER-9600	.00	.00
*LOCATION				**		BREUER CHAIR VELVET/BRASS		
4	1			EA	1	MEM-S-93	94.95	94.95
*LOCATION				**		5 PIECE DINETTE SET		
5	1	1		EA	1	MEM-S-93T	.00	.00
*LOCATION				**		TABLE BUTCHER BLOCK		
6	4	4		EA	1	MEM-S-93D	.00	.00
*LOCATION				**		CHAIR BEIGE/BROWN		
7	1			EA	1	MEM-G-8	109.95	109.95
*LOCATION				**		7 PIECE DINETTE SET		
8	1	1		EA	1	MEM-G-8T	.00	.00
*LOCATION				**		TABLE BUTCHER BLOCK		
9	6	6		EA	1	MEM-G-8C	.00	.00
*LOCATION				**		CHAIR (change) YELLOW ARDMORE		
10	6	6		EA	1	MEM-CH-A	10.95	65.70
*LOCATION				4 **		ODD HIGH BACK CHAIR BEIGE		
11	1	1		EA	1	SHA-440-19	179.95	179.95
*LOCATION				4 **		3 WAY RECLINER VINYL SADDLE		
12	1	1		EA	1	BET-50	89.95	89.95
*LOCATION				**		2 WAY RECLINER VELVET TAN		
13	1	1		EA	1	ACT1440-28	199.95	199.95
*LOCATION				**		HANDLE W/S VELVET SALMON		

CONTINUED >

[Signature]

pern Distributors, Inc.
Sparrows Point Road
imore, Maryland

* P I C K I N G T I C K E T *
DATE 06/26/86 11:04

21219

PAGE: 005

ER NUMBER: 50407

BRANCH NUMB: 000
DATE SHIPPED: 6-27-86
CUST NUMBER: FUR340

P TO:
N & BEDDING DISCOUNTERS
4 SOLOMONS ISLAND ROAD
EWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 8 WT: _____

21037

NE: (301) 956-2600
NUMBER: 6/26/86

CHARGES:

SLSM NO. 002

E	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
4	1			EA	1	BRO-4101	524.95
*LOCATION				**		4 PIECE BEDROOM SUITE	524.95
5	1			EA	1	BRO4101-31	.00
*LOCATION				**		TRIPLE DRESSER	.00
6	1			EA	1	BRO4101-39	.00
*LOCATION				**		HUTCH MIRROR	.00
7	1			EA	1	BRO4101-41	.00
*LOCATION				**		CHEST 5 DRAWER	.00
8	1			EA	1	BRO4101-56	.00
*LOCATION				**		CANNONBALL HDBD 4/6-5/0	.00
9	1			EA	1	ARM-430	349.95
*LOCATION				**		4 PIECE BEDROOMSUITE	349.95
10	1			EA	1	ARM430-150	.00
*LOCATION				**		TRIPLE DRESSER	.00
11	1			EA	1	ARM430-250	.00
*LOCATION				**		HUTCH MIRROR	.00
12	1			EA	1	ARM430-320	.00
*LOCATION				**		CHEST 5 DR	.00
13	1			EA	1	ARM430-455	.00
*LOCATION				**		HEADBOARD 4/6-5/0	.00
14	1			EA	1	DNI-2515	215.95
*LOCATION				**		4 PIECE BEDROOM SUITE	215.95

CONTINUED >

Chung

penn Distributors, Inc.
 5 Sparrows Point Road
 Timore, Maryland

* P I C K I N G T I C K E T *

46065

DATE 06/26/86 11:04

21219

PAGE: 006

ER NUMBER: 50407

BRANCH NUMBER: 006 *6-26-86*DATE SHIPPED: *6-26-86*

CUST NUMBER: FUR340

P TO:

N & BEDDING DISCOUNTERS

4 SOLOMONS ISLAND ROAD

EWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: *8* WT: _____

NE: (301) 956-2600

NUMBER: 6/26/86

CHARGES: _____

SLSM NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B70	UOM	FACT	ITEM DESCRIPTION	
5	1	1	✓	EA	1	DM12515-14	.00 .00
*LOCATION				**		DOUBLE DRESSER HO PINE	
6	1	1	✓	EA	1	DM12515-80	.00 .00
*LOCATION				**		MIRROR HO PINE	
7	1	1	✓	EA	1	DM12515-24	.00 .00
*LOCATION				**		CHEST 4 DR HO PINE	
8	1	1	✓	EA	1	DM12515-30	.00 .00
*LOCATION				**		PANEL HDBD 4/6-5/0 HO PINE	
9	1	1	✓	EA	1	J/M-2600	54.95 54.95
*LOCATION				**		2X4 BUNK BED W/RAILS PINE	
0	1	1	✓	EA	1	J/M-2600BB	.00 .00
*LOCATION				**		2 X 4 BUNK BED PINE	
1	2	2	✓	EA	1	J/M-2600WR	.00 .00
*LOCATION				**		WOOD RAILS PINE	
2	1	1	✓	EA	1	J/M-3600	72.95 72.95
*LOCATION				**		2X6 BUNK BED W/RAILS PINE	
3	1	1	✓	EA	1	J/M-3600BB	.00 .00
*LOCATION				**		2 X 6 BUNK BED PINE	
4	2	2	✓	EA	1	J/M-3600WR	.00 .00
*LOCATION				**		WOOD RAILS PINE	
5	1	1	✓	EA	1	J/N-8600	109.95 109.95
*LOCATION				**		2X6 BUNK BED SPLIT W/RLS PINE	

CONTINUED >

Worn Distributors, Inc.
 0 Sparrows Point Road
 timore, Maryland

* P I C K I N G T I C K E T *
 DATE 06/26/86 11:04

PAGE: 007

ER NUMBER: 50407

BRANCH NUMB: 006-2686
 DATE SHIPPED:
 CUST NUMBER: FUR340

P TO:
 N & BEDDING DISCOUNTERS
 4 SOLOMONS ISLAND ROAD
 EWATER, MD

SHIPPED VIA: OUR TRUCK
 NUMBER OF CTNS: 2 WT: -----

NE: (301) 956-2600
 . NUMBER: 6/26/86

CHARGES: -----
 SLIP NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
6	1	1	EA	**	1	J/M-8600BB 2 X 6 BUNK BED-SPLIT	PINE .00 .00
*LOCATION							
7	2	2	EA	**	1	J/M-8600WR WOOD RAILS	PINE .00 .00
*LOCATION							
8	1	1	EA	**	1	TUR-411 CHEST 4 DR	MEDIUM PINE 52.95 52.95
*LOCATION							
9	1	1	EA	**	1	TUR-465 5 DRAWER CHEST	HICKORY 54.95 54.95
*LOCATION							

DT/10:26

*** ORDER TOTAL 5,083.35

*** THIS IS A CONSIGNMENT---PLEASE SEE ATTACHMENT ***

Handwritten signature: C. J. Walker



HALPERN DISTRIBUTORS, INC.

P.O. BOX 5785 BALTIMORE, MARYLAND 21208 301/947-7000

BOOK 501 PAGE 288

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

DATE June 26, 1986


OFFICER OF COMPANY

50407
ORDER NO.

Furniture & Bedding Discounter
3200 Solomons Island Road
Edgewater, MD 21037

Mailed to Secured Party

BOOK 501 PAGE 289

263017

RECORD FEE 13.00
POSTAGE .50
JUL 30 1986

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Robert L. Batsleer, M.D., P.A.
Medical Arts Building, Suite 201
1438 Defense Highway, Route 450
Crofton, MD 21054

2 Secured Party(ies) and address(es)

Trans Leasing International
3000 Dundee Road
Northbrook, IL 60062

For Filing Officer
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

1 Microspiro with case

5 ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

#86-2457-1514 - Micro

6 Complete only when filing with Judge of Probate:
The initial indebtedness secured by the financing statement is \$

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Clerk of Court - Anne Arundel County, MD

Robert L. Batsleer, M.D., P.A.

Trans Leasing International

By: See attached document
Signature(s) of Debtor(s)

By: [Signature]
Asst. V.P. Signature of Secured Party

(STANDARD)
(1) FILING OFFICER COPY - ALPHABETICAL



1986 JUL 30 PM 4:18

1986 JUL 30 PM 4:18

E AUBREY COLLISON
CLERK



TRANS LEASING INTERNATIONAL[®]

3000 Dundee Road, Northbrook, Illinois 60062

800-323-1180 - TOLL FREE

BOOK

501-290

LEASE NO: Always Refer To
86-2459-1514

NAME
ADDRESS
CITY
STATE
COUNTY

LESSEE
Robert L. Batsleer, M.D., P.A.
Medical Arts Building, Suite 201
1438 Defense Highway, Route 450
Crofton, MD 21054

#3835

NAME AND ADDRESS OF SUPPLIER

Diagnostic Systems
160 Talcott Street, Suite 105
Rockville, MD 20852

(CHECK ONE) ☐ CORPORATION ☐ PARTNERSHIP ☐ PROPRIETORSHIP

NAME AND PHONE #
OF PERSON
TO CONTACT

301/721-3200

SUPPLIER
S'MAN NAME AND PHONE #

#2925

Bill Delashmutt 301/294-8946

EQUIPMENT
LEASE

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION	PRICE
1	Micro Spiro with Case	\$ 2,985.00
	SALES TAX (IF APPLICABLE)	N/A
	TOTAL COST	\$ 2,985.00

TERMS OF LEASE PAYMENT	
LEASE PAYMENT	116.42
RENTAL TAX IF APPLICABLE	5.82
INSURANCE COST IF APPLICABLE	
TOTAL PAYMENT PER PERIOD	122.24

EQUIPMENT LOCATION: IF OTHER THAN ABOVE ADDRESS OF APPLICANT

PAYMENTS WILL BE MADE		EFFECTIVE DATE OF LEASE	INITIAL TERM OF LEASE (No Months)	NO. OF LEASE PAYMENTS	1ST MONTHS RENT	SECURITY DEP	RENEWAL TERMS RENTAL PAYABLE ANNUALLY IN ADVANCE
Mo.		6/20/86	36	36	\$ 116.42	\$ 0.00	

TERMS AND CONDITIONS OF LEASE

1. LEASE. LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the EQUIPMENT Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as EQUIPMENT.

2. RENTALS. During and for the original term hereof LESSEE hereby agrees to pay LESSOR as and for rental of the EQUIPMENT the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the LEASE is executed by the LESSEE, the LESSOR shall insert the effective date of this LEASE which shall be the expected date of delivery of EQUIPMENT. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods as the effective date of this LEASE. All payments shall be made at the office of the LESSOR at 3000 Dundee Road, Northbrook, Illinois 60062; or as otherwise directed by the LESSOR in writing.

3. SECURITY DEPOSIT. At the LESSOR'S option any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE in which event LESSEE shall promptly restore the security deposit to its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.

4. WARRANTIES. LESSOR will request the supplier to authorize LESSEE to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to LESSEE or LESSOR, BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. The Lessee also acknowledges that the Lessor has made no representation or warranty of any kind, nature or description, express or implied, with respect to the Equipment.

5. TERM AND RENEWAL. The original term of this LEASE shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this LEASE on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this LEASE for additional periods of one year each beginning the day following the date of termination of the original term of this LEASE and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance. During any such renewal period, all of the provisions of this LEASE shall govern except original term rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON CANCELLABLE LEASE THIS 13 DAY OF June 19 86

ACCEPTED

TRANS LEASING INTERNATIONAL Lessor

BY

TITLE

THE PARTIES BELOW EXECUTE THIS LEASE AS CO LESSEES HEREUNDER NAME OF LESSEES:

SIGNATURE X

TITLE

SIGNATURE X

TITLE

SIGNATURE X

LEASE COPY - 3

6. EQUIPMENT AND LIABILITY. LESSOR, at the request of LESSEE, has ordered or shall order the EQUIPMENT described above from a supplier selected by LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages, if, for any reason, supplier fails to accept such order or delays or fails to fill the order. LESSEE agrees to accept such EQUIPMENT and authorizes LESSOR to add the serial number of the EQUIPMENT to this LEASE.

LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any EQUIPMENT leased hereunder or the use or maintenance thereof; the repair, servicing or adjustment thereto, or for any delay or failure to provide any thereof, any interruption of service or loss of use of the EQUIPMENT, or for any loss of business or damage whatsoever and howsoever caused.

7. ERRORS IN ESTIMATED COST. As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the EQUIPMENT to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten percent (10%) thereof, however, either party at its option may terminate this LEASE by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or the corrected rent.

8. PLACE OF USE. LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the EQUIPMENT by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the EQUIPMENT or any part thereof to others for their own use.

9. USE AND RETURN OF EQUIPMENT. The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this LEASE, LESSEE at its sole expense shall forthwith properly pack and return the EQUIPMENT to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, reasonable wear and tear alone excepted. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR.

10. INSURANCE. LESSEE shall at its own expense keep the EQUIPMENT insured against such risks, in such amounts, including the amount of the replacement value of the EQUIPMENT, in and with such companies as LESSOR shall determine. Said insurance shall provide for loss, if any, payable to the LESSOR. LESSEE shall have no Pro Rata interest in any such policies or the proceeds thereof. Subject to the provisions of paragraph 21 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward the replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged EQUIPMENT, this LEASE shall continue in full force and effect. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for or the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed.

11. TAXES. The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the EQUIPMENT or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property, sales, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

12. TITLE. All said EQUIPMENT shall remain personal property and the title thereto shall remain with the LESSOR, exclusively. LESSEE shall keep the EQUIPMENT free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the EQUIPMENT and shall indemnify and save LESSOR harmless from any loss or damage caused thereby.

13. FILING. LESSEE hereby authorizes LESSOR to file this LEASE, any financing statements or security agreements with respect to the EQUIPMENT or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this LEASE, in any state of the United States. LESSEE further authorizes LESSOR to file such LEASE, financing statement or security agreement without the signature of LESSEE thereon. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

14. RIGHT OF INSPECTION. The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the EQUIPMENT and for that purpose to have access to the location of the EQUIPMENT.

15. NON-WAIVER. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right hereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

16. POSSESSION. LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said EQUIPMENT free from all encumbrances, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peaceably and quietly hold, and use the EQUIPMENT during said term without hindrance.

17. DEFAULT. If LESSEE fails to pay any rent or other amount herein provided within Five (5) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this LEASE required to be observed, kept or performed by LESSEE, or if LESSEE ceases doing business as a going concern, or if a petition is filed by or against LESSEE under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for LESSEE or its property, or if LESSEE commits an act of bankruptcy, or becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if LESSEE, without LESSOR'S prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, or if LESSOR deems itself insecure, then LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (b) To sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent due and to become due during the term of this LEASE, as well as all attorneys' fees and other expenses incurred by LESSOR in an attempt to enforce the provisions of this LEASE; (c) To sue for and recover damages for the LESSEE'S default; or (d) To take possession of any or all items of EQUIPMENT without demand or notice wherever same may be located without any Court Order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, the LESSOR at its option may (i) lease repossessed EQUIPMENT or any part thereof to any third party on such terms and conditions as the LESSOR may determine or (ii) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or at private sale and may credit the amount so realized less all expenses, including attorneys' fees, incurred in connection with such disposition to the unpaid balance of rent due and to become due and hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its original obligation hereunder unless LESSOR expressly so notifies LESSEE in writing. In addition, the LESSOR shall have upon default such other and further remedies and rights as may be available at law by reason of the LESSEE'S default.

18. ASSIGNMENTS. Neither this LEASE or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this LEASE or any part thereof, if LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment, shall abide thereby and make payments as may therein be directed. Following such assignments, the term "LESSOR" shall be deemed to include or refer to LESSOR'S Assignee, provided that no such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

19. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

20. LIABILITY. LESSEE shall indemnify and save LESSOR harmless from any and all claims, actions, proceedings, expenses, damages and liabilities including attorneys' fees arising in connection with the EQUIPMENT including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing, return and any acts of the LESSEE in failing to maintain the EQUIPMENT IN GOOD REPAIR.

21. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rent or any other obligation of this LEASE and this LEASE shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, or (b) replace the same with like EQUIPMENT of the same or later model in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT or items thereof so paid for, and LESSEE thereupon shall become entitled there to as-is-where-is, without warranty, express or implied, with respect to any matter whatsoever.

22. MISCELLANEOUS. All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This LEASE is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this LEASE, the liability of each shall be joint and several.

Delinquent installments of rental shall bear interest at the highest lawful rate. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of EQUIPMENT and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Trans Leasing International, LESSOR." In the event this lease is placed in the hands of an attorney to recover any monies due and to become due hereunder and/or for the possession of the equipment, LESSEE shall pay to LESSOR the sum of 15% of the balance due hereunder, if permitted by law, as attorneys' fees, and in no event less than \$50.00.

23. This agreement shall be deemed to have been made and executed in Cook County, Illinois, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Illinois. The LESSEE hereby designates Richard Grossman, 3000 Dundee Road, Northbrook, Illinois 60062 as agent for the purpose of accepting service of any process within the State of Illinois, and the said agent agrees to forward by certified mail any process served upon him to the LESSEE at its address as set forth above.

24. SEVERABILITY. If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

25. ENTIRE AGREEMENT, WAIVER. This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.

Mailed to Secured Party

☐ TO BE☐ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☐ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$

FINANCING STATEMENT

VIDEO MAGIC VII LIMITED PARTNERSHIP

Name or Names—Print or Type

LOEHMANN PLAZA, RITCHIE HWY, SEVERNA PARK, MARYLAND 21146

Address—Street No.,

City - County

State

Zip Code

RECORD FEE

15.00

POSTAGE

.50

JUL 31 1986

501 108:51

M 11 86

1. Debtor(s):

KURT B. & LINDA S. O'NEILL

Name or Names—Print or Type

6799 Old Columbia Pike, Columbia, Md. 21046

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

AL YOVINE

Name or Names—Print or Type

Long Haul Farm, St. Michaels, Maryland 21663

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☐ are ☐ are not covered.7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)

KURT B. O'NEILL

Type or Print

(Signature of Debtor)

LINDA S. O'NEILL

Type or Print

VIDEO MAGIC VII LIMITED PARTNERSHIP

(Company, if applicable)

(Signature of Secured Party)

KURT B. O'NEILL, General Partner

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address AL YOVINE, Long Haul Farm, St. Michaels, Maryland 21663

Lucas Bros. Form F-1

E. AUGER & COLLISON
CLERK

1986 JUL 31 AM 10:15

CR
CLERK

1551

1550

Business Loan Security Agreement For Video Magic VII

Video Magic VII Limited Partnership (the "Debtor"), a Partnership of the State of Maryland, in consideration of financial accomodations given by AL Yoviene, (the "Lender") agrees as follows:

1)As security for the due and punctual payment of any and all of the note dated 7/25/86 from the Debtor to the Lender in the amount of \$40,000, the debtor hereby grants to the Lender a continuing security interest in all the collateral (as defined below), whether now or hereafter existing or acquired.

Collateral-

Inventory- All of the inventory of the Debtor, of every type or description now owned and hereafter acquired and wherever located, all present, and future substitutions thereof and additions thereto and all proceeds and products there of in any form whatsoever.

2)Debtor represents and warrants that:

a)no litigation or other proceeding before any court or administrative agency is pending, or to the knowledge of the officers of Debtor, is threatened against Debtor, the outcome of which could materially impair Debtor's financial condition or its ability to carry on the Business.

b)its principal business operation (the Business) is Video Cassettes and that, if a corporation, it is duly organized and existing in good standing under the laws of the jurisdiction stated above; the execution, delivery and performance of the Agreement and other documents and instruments required under this Agreement and the issuance of any notes by Debtor are within its corporate powers, have been duly authorized, and are not in contravention of law, the terms of Debtor's Article of Incorporation or By-Laws, or the terms of any indenture, agreement or undertaking to which Debtor is party or by which it is bound.

3)Debtor agrees in the occurrence of non-payment when due of any obligations to the Lender, the Lender is authorized to take possession of the Collateral or any part thereof to satisfy the remaining amount of debt to the lender.

IN WITNESS WHEREOF, the Debtor has duly executed or caused to be executed this Business Loan Security Agreement, under seal, this day of July 25th, 1986.

ATTEST OR WITNESS:

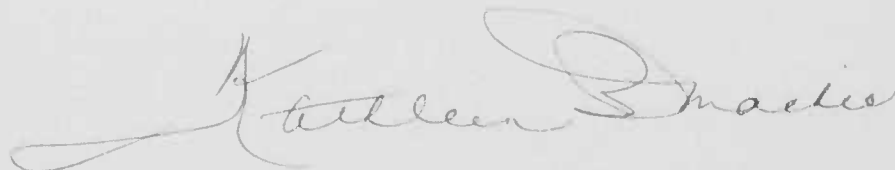
[Signature]
Witness
[Signature]
Witness

VIDEO MAGIC VII
Debtor
[Signature]
Kurt B. O'Neill, Partner
[Signature]
Linda S. O'Neill, Partner

Address of Chief Place of Business:

STATE OF MARYLAND, COUNTY OF Prince George to wit:

I hereby certify that on this 28th day of July, 1986, before me, the subscriber, a Notary Public of the State and county aforesaid, personally appeared KURT O'NEILL and LINDA O'NEILL, being duly sworn according to law, depose and certify that they are the individuals named in the foregoing certificate and the facts set forth herein are true and correct.



My Commission Expires July 1, 1990

Mailed to Secured Party

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☒ SUBJECT TO☐ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 7,000.00

FINANCING STATEMENT

1. Debtor(s): Charles E. FOEHRKOLB & Barbara FOEHRKOLB
Name or Names—Print or Type
12355 Bonfire Dr., Reisterstown, MD 21136
Address—Street No., City - County State Zip Code

RICHARD ARTHUR ICE & MARY ALLISON ICE
Name or Names—Print or Type
117 Kipling Ct., Abingdon, MD 21009
Address—Street No., City - County State Zip Code

GERALD REVILL, 8627 Richmond Ave. Baltimore, MD 21234

2. Secured Party: JERRY C. CARLTON & WANDA L. CARLTON
Name or Names—Print or Type
23 Emerson Road, Severna Park, MD 21146
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

business chattels & fixtures at 6 S. Ritchie Highway, Pasadena, MD 21122

4. If above described personal property is to be affixed to real property, describe real property.

RECORDING TAX 15.00
RECORDING FEE 47.00
RECORDING FEE .50
TOTAL DUE \$61 710.40
\$6 1 86

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S)

CHARLES E. FOEHRKOLB
BARBARA FOEHRKOLB
Type or Print

SECURED PARTY:

Jerry C. Carlton
Wanda L. Carlton
(Company, if applicable)

RICHARD ARTHUR ICE
MARY ALLISON ICE
GERALD REVILLE
Type or Print

Jerry C. Carlton
Wanda L. Carlton
(Signature of Secured Party)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address ARTHUR L. RHOADS, JR., ESQ. 1029 Ingleside Ave. Baltimore, MD 21228

Lucas Bros. Form F-1

15-
49-50

RECEIVED FOR RECORD
CLERK

1985 AUG -1 AM 10:40

E. AUBREY COLLISON
CLERKCR
CLERK

BOOK 501 PAGE 296

263076

263073

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay East Marina, Inc.

Address 410 Severn Avenue, Suite 216, Annapolis, MD 21403

2. SECURED PARTY

Name Donzi Credit Corporation

Address 4228 First Avenue

Tucker, GA 30085-5056

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All the following types of goods held for sale or lease by debtor consisting of, but not limited to boats, outboard engines, inboard/outboard engines, trailers and the like, including parts, accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Donzi Marine Corporation. Inventory

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X H. Thomas Price
(Signature of Debtor)

H. Thomas Price
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Angela Mathis
(Signature of Secured Party)

Angela Mathis
Type or Print Above Name on Above Line

CR
CLERK

1986 AUG 11 11:09

E. AUBREY COLLISON
CLERK

11/80



BOOK 501 PAGE 207

263083

Financing Statement

COPY FOR FILING

- ☐ Not Subject to Recordation Tax
☒ Subject to Recordation Tax: Principal
Amount is \$ 20,000.00
☐ To Be Recorded in Land Records of

Record in:

- ☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel Co.

NAME	ADDRESS
1. Debtor(s)	City State
Marie Hill and Robert L. Hill	
T/A Superior Cleaners	301 S. Maryland Ave. Lothian, MD 20711

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☒ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Superior Cleaners

Secured Party: SOVRAN BANK/MARYLAND

By: John J. Reith
Type Name John J. Reith

Title RBO & Mgr.

By: Robert L. Hill, partner
By: Marie Hill, partner

Type or Print Name and Title of Each Signatory

Mail to Sovran Mtg Corp

13-
140-
5

13.00
140.00
1.50
RM 115112
AUG 1 86

1986 AUG - 11 PM 3:12

CLERK COLLISION

FINANCING STATEMENT

- ☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Aldley, Inc.
 Address: T/A Crabtree and Evelyn
 1360 Columbia Mall
 Columbia, Maryland 21044

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910
 REPLY TO: Suite 100 Clark Bldg.
 5565 Sterrett Place
 Columbia, Maryland 21044

3. This Financing Statement covers the following types (or items) of property:
 A first lien security interest under the Uniform Commercial Code of Maryland on all furniture, fixtures and inventory now owned or hereafter acquired.
 A first lien security interest under the Uniform Commercial Code of Maryland on accounts receivable and contract rights now in existence or hereafter created.

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): ALDLEY, INC.
 T/A CRABTREE AND EVELYN

.....
 Ron Reis, President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:
 Mary E. Becker, Assistant Vice President
 Type Name and Title)

Mail to

First Amer

MARYLAND NATIONAL BANK

BOOK 501 PAGE 299

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax
4. ☒ Recordation Tax has been paid on the principal amount of \$ 400,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)

DiDonato, Incorporated

Address(es):

Route 1, Box 151-e
Queenstown, Maryland 21658

RECORD FEE 13.00
POSTAGE .50
#18473 CM45 R01 114:52
AUG 1 86

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: Charles S. FitzgeraldAddress: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 31, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

DiDonato, Incorporated

BY:

Pasquale, DiDonato, President (SEAL)Unpublished sec. (SEAL)

Secured Party:

MARYLAND NATIONAL BANK

By:

Charles S. Fitzgerald
Assistant Vice President

Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1350

1986 AUG -1 PM 2:58

COLLISON

ATTACHMENT "A"

PARCEL NO. 1:

BEGINNING for the same at an iron pipe set in the center line of the abandoned Washington, Baltimore and Annapolis Electric Railroad right of way, said pipe being located along said center line North $74^{\circ}49'30''$ West 1293.18 feet from where the same intersects the West side of Cowhide Branch Road and running from thence and with a line of fence, the division line between Lots 9 and 10 (as shown on a plat made by Louis Green, Esquire in 1897, and filed in the Equity Case Gaither vs. Gaither, et al, No. 1989, among the Equity Records of Anne Arundel County) South $14^{\circ}08'$ West, 396.65 feet to a pipe on the North side of West Street extended; thence with the same North $57^{\circ}30'$ West, 44 feet to a point, said point being located North $14^{\circ}04'$ East 3 feet from a pipe set in the fence corner; thence with the line of fence between Lots 10 and 11, North $14^{\circ}04'$ East 379.46 feet to a point in the center line of the abandoned WB&A right of way; thence with the same South $47^{\circ}49'30''$ East, 38.11 feet to the place of beginning. BEING Lot No. 10 on said plat.

SAVE AND EXCEPTING THEREFROM so much of said property as was conveyed by Hamilton C. Goldsborough to the State of Maryland (to the use of the State Roads Commission), plus easement areas, etc. by deed dated May 8, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1306, folio 24.

BEING the same property acquired by DiDonato Incorporated by deed dated December 2, 1977 and recorded among the Land Records of Anne Arundel County in Liber 3031, folio 346, and confirmatory deed dated August 3, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3231, folio 30.

PARCEL NO. 2:

BEGINNING for the same at an iron pipe set in the northernmost right-of-way line of West Street, as shown on State Roads Commission Plat No. 19831, and where the westernmost line of the conveyance from Richard Harrod, et al., to Samuel Schenker and John Rouse, Jr., Trustees, dated March 22, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1859, folio 217, intersects the said north right-of-way line of West Street; thence leaving said right-of-way line and with the westernmost line of said conveyance, and also running along the easternmost line of the conveyance from Daniel Taylor, et ux, to Kramer Realty Co. dated August 24, 1962, and recorded as aforesaid in Liber No. E.G.O. 1590, folio 377, North $06^{\circ}17'$ West 325.39 feet to a pipe found on the south right-of-way line of the now abandoned W.B.

BOOK 501 PAGE 391

& A. Railroad; thence leaving the easternmost line of the second mentioned conveyance and running with the said right-of-way line of the W.B. & A. Railroad South $82^{\circ}33'40''$ East 80.60 feet to a pipe found at the northeast corner of the first mentioned conveyance, said pipe also being in the North $14^{\circ}04'$ East 379.46 foot line of the conveyance from Mary E. J. Wallace and James Wallace, her husband, to Hamilton C. Goldsborough, dated July 2, 1947, and recorded as aforesaid in Liber J.H.H. 416, folio 344; thence with part of said line, reversely, and with courses referred to Annapolis grid north, and also with the easternmost line of the first mentioned conveyance, South $06^{\circ}59'20''$ West 349.89 feet to a pipe set in the said north right-of-way line of West Street; thence with the same, North $64^{\circ}44'30''$ West 80.65 feet to the place of beginning, sometimes known as 1946 West Street, Annapolis, Maryland.

Containing 0.60 of an acre, more or less, as shown on a plat by J. R. McCrone, Jr., Inc., Registered Surveyors, dated April 22, 1966, and recorded among the Land Records of Anne Arundel County in Book 1974, Page 463.

BEING the same property acquired by DiDONATO CORPORATION by deed dated January 10, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2461, folio 500.

Mail to Maryland Natl

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of \$ 175,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 12.00
POSTAGE .50

118478 0345 R01 T14:57
AUG 1 1986

5. Debtor(s) Name(s)

Pasquale DiDonato
Angelina DiDonato

Address(es):

Route 1, Box 151-e
Queenstown, Maryland 21658

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 31, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Pasquale DiDonato (SEAL)

Angelina DiDonato (SEAL)

Secured Party:
MARYLAND NATIONAL BANK

By:

Charles S. Fitzgerald
Assistant Vice President

Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

12-30
1986 AUG -1 PM 2:58

E. AUBREY COLLISON
CLERK



ATTACHMENT "A"

BEGINNING for the same at an iron pipe here set on the northeastmost side of the Governor Ritchie Highway 150 feet wide, said iron pipe marks the end of the first or South 27 degree 18 minute East 80.7 foot line of the first parcel described in that conveyance from Lloyd C. Batzler and Helen M. Batzler, his wife, to Arthur W. Smith, Jr. and Doris F. Smith, his wife, by deed dated February 19, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1732, Folio 191, said point of beginning also marks the point of beginning described in that conveyance from Naomi B. Finkle, formerly known as Naomi B. Schrader, widow, to Kramer Realty Company by deed dated June 29, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1771, Folio 289; thence from the point of beginning so fixed binding on the northeasternmost side of said Governor Ritchie Highway and binding on the first or 80.7 foot line described in said First Parcel, reversely with meridian corrected, North 27 degrees, 06 minutes, 50 seconds West, 80.7 feet to an iron pipe here set in the northwesternmost corner described in said conveyance to Smith; thence leaving said Ritchie Highway and binding on the outline reversely, described in said conveyance to Smith, with meridian corrected, North 68 degrees, 58 minutes, 40 seconds East, 260.71 foot to an iron pipe here set on the southwesternmost side of a 30 feet County Road; thence binding on the southwesternmost side of said 30 foot County Road, South 55 degrees, 08 minutes, 50 seconds East 60.09 feet to an iron pipe here set; thence leaving said County road and binding on the southeasternmost outline in said conveyance to Smith, South 62 degrees, 53 minutes, 10 seconds West, 287.48 feet to the point of beginning. Containing 0.415 of an acre of land, more or less, according to a survey and plat made by James D. Hicks & Associates, Inc. Registered Surveyors, dated September 19, 1972.

SUBJECT to an easement or right-of-way 16 feet wide along the southeast boundary of the above described parcel, leading from Ritchie Highway to the 30 foot County Road, as called for in the aforementioned conveyance to Arthur W. Smith, Jr. and wife.

BEING the same property acquired by PASQUALE DiDONATO and ANGELINA Di DSONATO, his wife by deed dated March 12, 1976 and recorded among the Land Records of Anne Arundel County in Liber 3096, folio 497.

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263007

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

BERKEY INC.
One Water Street,
White Plains,
New York 10601.

2. Secured Party(ies) and address(es)

MANUFACTURERS HANOVER
COMMERCIAL CORPORATION
1211 Ave. of the Americas,
New York, NY 10036.

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

SEE SCHEDULE A ATTACHED

5. Assignee(s) of Secured Party and
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

ANNE ARUNDEL
COUNTY MARYLAND

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

BERKEY INC.

MANUFACTURERS HANOVER COMMERCIAL CORPORATION

By:

Signature(s) of Debtor(s)

Title

By:

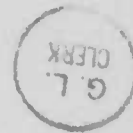
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)



RECEIVED & RECORDED
CLERK, ANNE ARUNDEL COUNTY

1986 AUG -4 AM 10:45

E AUBREY COLLISON
CLERK

1100 P

BOOK 501 PAGE 305

Debtor

BERKEY, INC.
One Water Street,
White Plains,
New York 10601.

Secured Party

MANUFACTURERS HANOVER COMMERCIAL CORPORATION
1211 Ave. of the Americas
New York, New York 10036.

The Financing Statement to which this Schedule is attached covers the following:

All present and future accounts, receivables, instruments, documents, contract rights, chattel paper, general intangibles, unpaid seller's rights, returned and repossessed goods, all rights to the goods represented by the foregoing and all cash and non-cash proceeds thereof.

All present and hereafter acquired merchandise, inventory and goods and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same; in all stages of production from raw materials through work-in-process to finished goods and all proceeds of whatever sort.

All present and hereafter acquired, wherever located, warehouse receipts, bills of lading, shipping documents, documents of title, chattel paper and instruments, all whether negotiable or not, all goods and inventory relating thereto in all stages of manufacture, process of production, and all cash and non-cash proceeds thereof of whatever sort, and however arising.

Provided that there shall be specifically excluded from the foregoing collateral description all patents, trademarks, trade names (except the accounts generated by the Debtor under any trade name, tradestyle or division), and the following described notes due to the Debtor from: 1) Keystone Camera Corp. in the amount of \$825,000 as of December 31, 1982; 2) Willoughby Peerless Business Machines Corp. in the amount of \$100,000 as of December 31, 1982; and 3) Mr. M. Green in the amount of \$112,976 as of December 31, 1982.

263165

To be filed in the Financing Statement Records of ~~Prince George's~~ *AACo*
~~County~~, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$263,000.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

Robert B. Heap, Jr.
Nancy Heap

ADDRESS:

116 Pates Drive
Oxon Hill, Maryland

RECORD FEE 12.00
POSTAGE .50
11/14/86
AUG 4 86

NAME OF SECURED PARTY:

John Hanson Savings and Loan, Inc.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

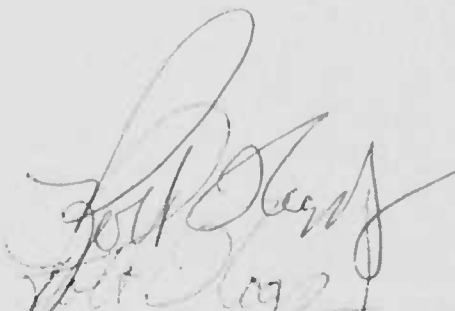
LAW OFFICES
JOHN J. DWYER
3470 ANNAPOLIS ROAD
SUITE 111
LANTHAM, MARYLAND 20708
(301) 450-1000
(301) 450-5600

RECEIVED FOR RECORD
PRINCE GEORGE'S COUNTY
1986 AUG -4 PM 2:39
E. ALBREY COLLISON
CLERK

12th

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as LOT 3 OLSON'S CORNER, P.G. CO. .84 ACRES AND LOTS 1 THRU 6 KITCHEN PROPERTY, A.A. CO. and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Prince George's County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: March 31, 1986


Robert B. Heap, Jr.

(SEAL)


Nancy Heap

(SEAL)

After Recording Return To:

MESSINGER & ASSOCIATES, P.A.
5000 Sunnyside Ave., Suite 300
Beltsville, Maryland 20705

203251

BOOK 501 PAGE 308

Debtor or Assignor Form

FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal

☐ To be Recorded in Land Records (For Fixtures Only).

Amount is \$ 30,000.00

Name of Debtor

O.T. NEIGHOFF & SONS, INC.

Address

1117 HOLSUM WAY
GLEN BURNIE, MD. 21061

Secured Party

Address

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

SER. # A-136800 - BLASTRAC MODEL 1-10D, BLASTRAC MODEL 5-54 DUST COLLECTOR SER.#A-136820,
NORTHERN LIGHTS GENERATOR MODEL NL4239-D SER. #2393-3720

RECORD FE 11.00
RECORD TAX 210.00
FEE .50
#136800 CTT R01 T13435

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate: AUG 4 86

3. ☒ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

Debtor (or Assignor)

Kenneth D. Neighoff - Pres.
O.T. NEIGHOFF & SONS, INC. BY

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY *Ross Selby*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

11-
210-
30



1986 AUG -4 PM 2:40
E AUBREY COLLISON
CLERK

BOOK 501 PAGE 309

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

July 29, 19 86

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 253432 Dated August 20, 1984
in the Office of Anne Arundel MD
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME John William Kitchenman III and Carole Glee Kitchenman
ADDRESS 536 Green Bay Drive
Arnold, MD 21012

RECORD FEE 10.00
POSTAGE .50
FEE 0345 RM 114141
AUG 4 86

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By: Robert P. Strassheim
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

Mid-Maryland Title Co., Inc.
P.O. Box 591
Annapolis, MD 21404-0591



1986 AUG -4 PM 2:44
E. AUBREY COLLISON
CLERK

590-841
10.20

203106

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records of _____
- 2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 ☐ Not subject to Recordation Tax
- 4 ☒ Recordation Tax has been paid on the principal amount of \$ 260,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s):

Frank A. Malle, Jr.

Address(es):

c/o Ample Sheet Metal, Inc.
7501 Connelley Drive
Hanover, Maryland 21076

6. Secured Party

MARYLAND NATIONAL BANK

Attention: Patricia A. Hicks

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 17, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Frank A. Malle, Jr. (SEAL)
Frank A. Malle, Jr.

Secured Party:
MARYLAND NATIONAL BANK

By: Patricia A. Hicks (SEAL)

Patricia A. Hicks

Type name and title Mortgage Loan Officer

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

G. L. CLERK

RECEIVED FOR RECORD
CLERK, ANNE ARUNDEL COUNTY

1986 AUG -5 AM 8:36

E. AUBREY COLLISON
CLERK

11-99-5

EXHIBIT A

BOOK 501 PAGE 311

BEING known and designated as Lots 2 and 3, as shown on Plat One,
"BWI Commerce Park," which Plat is recorded among the Land REcords of
ANne Arundel County in Plat Book 93 folio 12.

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$47,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: August 4 , 1986

FINANCING STATEMENT

1. Debtor: Address:
JACOB J. VANDERGRIFF, III, 309 Melvin Avenue
dba The Housewrights Annapolis, Maryland 21401
2. Secured Party: Address:
UNION TRUST COMPANY OF P.O. Box 1077
MARYLAND Baltimore, Maryland 21203
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

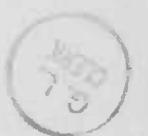
(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

1986 AUG -5 AM 9:09

E. AUGREY COLLISON
CLERK



RECORD FEE 18.00
POSTAGE 50
TOTAL DUES 100.00
AUG 7 1986

1800
50

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF
MARYLAND

By Jacob J. Vandergrift, III
JACOB J. VANDERGRIFF, III,
dba The Housewrights

By Elizabeth M. Wright
Vice President

VFS1003.176M1

All that plot of ground in Anne Arundel County, Maryland, being known and designated as:

BEGINNING for the same at a granite stone found at the Southwest corner of Lot 14 as shown on a Plat of Harmony Acres Estates recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 34, page 50; said stone being further located at the same beginning point as in the conveyance from Jack H. Bridges and Joan S. Bridges, his wife, to Harold G. Kimball, et al, by deed dated October 25, 1967, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2116, folio 89; and running from said beginning point so fixed and with part of the North 89° 48' East 578.75 foot line of the above mentioned conveyance to Kimball, et al, reversely, and with bearings referred to Maryland Grid North, South 83° 10' 58" West 545.81 feet to a concrete monument found at the Southeast corner of the conveyance from Hester Ann Ridout and Samuel Ridout to The Rector, Vestry and Church Wardens of St. Margarets Westminister Parish, Anne Arundel County, Maryland, by deed dated March 17, 1884 and recorded among the said Land Records in Liber SH 23, folio 273;

THENCE with part of the East line of said conveyance recorded in Liber SH 23, folio 273, North 12° 46' 45" West 373.48 feet to an iron pipe set at the Southwest corner of the conveyance from Winson G. Gott, Trustee, to George W. Norris and Eleanor R. Norris, his wife, by deed dated December 24, 1921, and recorded among the said Land Records in Liber WNW 46, folio 173;

THENCE with part of the South line of the above mentioned conveyance recorded in Liber WNW 46, folio 173, North 84° 28' 15" East 603.89 feet to intersect the West line of Lot 1 as shown on the above mentioned Plat of Harmony Acres Estates;

THENCE with part of the said West line of Lot 1 and also with the West line of lot 14 as shown on said Plat of Harmony Acres Estates, South 03° 45' 20" East 358.40 feet to the place of beginning.

CONTAINING 4.810 acres, more or less, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in February 1974.

BEING a parcel of ground lying to the West of said Harmony Acres Estates, to the North of the above mentioned conveyance to Harold Kimball, et al, recorded in Liber 2116, folio 89, to the East of the above mentioned conveyance to The Rector, Vestry and Church Wardens of St. Margarets Westminister Parish, Anne Arundel County, Maryland, recorded in Liber SH 23, folio 273, and to the South of the above mentioned conveyance to George W. Norris & Eleanor R. Norris, his wife, recorded in Liber WNW 46, folio 173. Being the remainder of the property conveyed to Zachariah D. Ridout as aforesaid.

Save and excepting therefrom, so much of a certain 50' private road, as hereinafter described, and as shown on a plat attached hereto and recorded in the Land Records of Anne Arundel County in Plat Book 3938, page 245, affects the hereinbefore described lands.

Together with the use in common of a certain 50' private road, as more particularly hereinafter described, for ingress

and egress to the property hereby conveyed; said 50' private road being described as follows:

BEGINNING for the same at a point located on the South side of St. Margarets Road and at the same beginning point as in Parcel One of the conveyance from Robert A. Dietz, Guardian of the Property of Eleanor R. Norris to Andrew Berne and Danielle Berne, his wife, by deed dated December 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835, page 130;

THENCE with the South side of said St. Margarets Road, North 84° 34' East 75.53' to a point;

THENCE leaving said St. Margarets Road, and running thru said Parcel One, South 35° 53' 38" West 33.02', South 12° 46' 45" East 510.59' and South 54° 09' 15" East 37.52' to intersect the North 84° 28' 15" East 603.89 foot line of Parcel Two of the above mentioned conveyance;

THENCE running thru said Parcel Two, South 12° 46' 45" East 20.16', South 84° 28' 15" West 75.52' and North 12° 46' 45" West 20.16' to a point located in the above mentioned North 84° 28' 15" East 603.89 foot line of said Parcel Two; said point being further located at the end of the South 12° 46' 45" East 560.68 foot line of said Parcel One;

THENCE with the said South 12° 46' 45" East 560.68 foot line of said Parcel One, reversely, North 12° 46' 45" West 560.68' to the place of beginning.

CONTAINING 0.694 acres more or less and as described by McCrone, Inc. in August, 1985.

BEING a 50' Private Road, with use in common, to Parcel One and Parcel Two and being part of Parcel One and part of Parcel Two of the above mentioned conveyance from Robert A. Dietz, Guardian of the Property of Eleanor Norris to Andrew Berne and Danielle Berne, his wife, by deed dated December, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835, page 130.

BOOK 501 PAGE 316

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Annapolis Toyota, Inc. T/A Koons Pontiac GMC Truck 1107 West Street Annapolis, Maryland 21401	2. Secured Party(ies) and Address(es) Borg-Warner Acceptance Corporation The Clark Building Suite 224 5565 Sterrett Place Columbia, Maryland 21044	<p>RECEIVED 10.00 POSTAGE .50 43200 (440) 102 71250 AUG 5 1986</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>	
This statement refers to original Financing Statement No. <u>Libre 492 Folio 390</u> Date Filed <u>12/11/</u> 19 <u>85</u> File Number <u>259570</u>			
<p>4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective.</p> <p>5. <input checked="" type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.</p> <p>6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.</p> <p>7. <input type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.</p> <p>8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.</p> <p>9.</p>			

By: _____
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)
(1) Filing Officer Copy - Alphabetical
GMAC UCC-3 12/82

Borg-Warner Acceptance Corporation
By: *Arth J. Ramsd*
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD



RECEIVED FOR RECORD
CLERK OF DISTRICT COURT

1986 AUG -5 PM 12:51

E. AUBREY COLLISON
CLERK

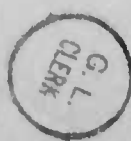
10.00

BOOK 501 PAGE 37

263109

Check if applicable <input type="checkbox"/>		TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):	
1. Debtor(s) Name (Last Name First) Annapolis Toyota, Inc. T/A Koons Pontiac GMC Truck	2. Debtor(s) Complete Address(es) 1107 West Street Annapolis, Maryland 21401		
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Maryland 21061	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)		
7. This financing statement covers the following types (or items) of property: (Describe) Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.			
8a. () Proceeds are also covered. 8b. () Products of collateral are also covered.		No. of additional sheets presented. ()	
Filed with Circuit Court Clerk of Anne Arundel		County; Other	
9. Transaction is (), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$			
10. This statement to be returned after recordation to Secured Party, shown above or to			
Signature(s) of Debtor(s) Annapolis Toyota, Inc. T/A Koons Pontiac GMC Truck		Signature(s) of Secured Party (ies) or Assignee(s) General Motors Acceptance Corporation	
✓ <i>Cecilia Koons</i> Cecilia Koons, Vice President		<i>W. H. Hamill, Jr.</i> W. H. Hamill, Jr., Asst. Treasurer	
FILING OFFICER COPY			
Type or Print Names Clearly Below Signature.			
GMAC UCC1 Md. 4-74			

NOT FOR PUBLICATION



1986 AUG -5 PM 12:51

E. AUBREY COLLISON
CLERK

12.00

Debtor or Assignor Form

FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
 Amount is \$ 19,000.00

☐ To be Recorded in Land Records (For Fixtures Only).Name of Debtor

R Lumber Center, Inc.

Address645 Mayo Road
Edgewater, Maryland 21037Secured Party

Farmers National Bank

Address5 Church Circle
Annapolis, Maryland 21401Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
 (the collateral):

1986 Toyota Fork Lift
serial #44604

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
 following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
 address stated.

Debtor (or Assignor)

R Lumber Center, Inc.

David J. Temple

Donald B. Pless

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

B. L. Mann

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND

Mailed to Secured Party



RECEIVED
 ANNAPOLIS, MARYLAND

1986 AUG -5 PM 2:36

E. AUBREY COLLISON
 CLERK

RECORD FEE 2.00
 STAMP FEE 10.00
 RECORD TAX 13.00
 POSTAGE .50
 203113
 AUG 5 86

203263

BOOK 501 PAGE 319

This FINANCING STATEMENT is presented to a filer for filing pursuant to the Uniform Commercial Code		3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
1 Lessee/Debtor (Last Name First) and address(es) (LESSEE) See attached schedule 51 Franklin Street, #420 Annapolis, Maryland 21401	2 Lessor/Secured Party and address(es) (LESSOR) HBE Leasing Corporation P.O. Box 27340 11330 Olive Street Rd St. Louis, Missouri 63141	RECORD FEE 15.00 RECORD COMM 115.16 AUG 5 86
4 This financing statement covers the following types (or items) of property: One Holter Monitor and One Pulmonary Function Module located at 51 Franklin Street #420, Annapolis, MD 21401, together with accessions, appurtenances and accessories thereto all as described in Lease No. <u>1165302</u> , between Lessor and Lessee. This Financing Statement is being filed as a precaution only. Lessee and Lessor regard this Agreement as referred to in Item #4 as a True Lease and not one intended for security. (NOT SUBJECT TO RECORDATION TAX)		
5 Assignee(s) of Lessor/Secured Party and Address(es)		
This statement is filed without the Lessee's/Debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: CIRCUIT COURT OF ANNE ARUNDEL		
See attached schedule for signatures (LESSEE)		HBE Leasing Corporation (LESSOR)
By _____ Signature(s) of Lessee/Debtor	By <u>M. Miller</u> Signature(s) of Lessor/Secured Party	

699-3-74

ORIGINAL-1



1986 AUG -5 PM 3:54
E. AUSTIN WILLIAMS
CLERK

BOOK 501 PAGE 320

SCHEDULE A

Lease No. 11653.02

LEASE BETWEEN

HBE LEASING CORPORATION (Lessor)

and

JOINT AND SEVERAL RICHARD N. PEELER, M.D., ROBERT O. BIERN, M.D., STANLEY P. WATKINS, JR., M.D., ENSERW COLE, III, M.D., BARRY R. NATHANSON, M.D. (Lessee)

Dated the x 30th day of x June, 1986.

JOINT AND SEVERAL RICHARD N. PEELER, M.D., ROBERT O. BIERN, M.D., STANLEY P. WATKINS, JR., M.D., ENSERW COLE, III, M.D., BARRY R. NATHANSON, M.D.

BY x Richard N. Peeler
Richard N. Peeler, M.D.

BY x Robert O. Biern
Robert O. Biern, M.D.

BY x Stanley P. Watkins, Jr.
Stanley P. Watkins, Jr., M.D.

BY x Enserw Cole, III
Enserw Cole, III, M.D.

BY x Barry R. Nathanson
Barry R. Nathanson, M.D.

ATTEST: x Montana Kles Biskay

Mailed to Secured Party

Please attest
anthonio
UCC

RECEIVED

JUL 21 1986

HBE Leasing Corp.

263261

BOOK 501 PAGE 321

Debtor or Assignor Form

FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal
Amount is \$

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Peter Tsou t/a
Polo International

2 Comproline Street
Annapolis, MD 21001

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

All rights to molds for Hulls purchased from Egg Harbour Yacht Corp. and inventory from time to time consisting of new yachts including all accessories and attachments thereto and made a part hereof and all proceeds (cash and non-cash) of such products as further evidenced by Trust Receipt Security Agreement.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☒ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 12.00

50
107-24
JUN 6 1988

Debtor (or Assignor)

Peter Tsou t/a
Polo International

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY: Peter Tsou

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

12-5

TO:

BOOK 501 PAGE 322

203205

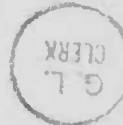
- ____ UCC Records, Maryland State Department of Assessments and Taxation
- ____ Land Records, Anne Arundel County, Maryland
- X ____ Financing Records, Anne Arundel County, Maryland

The appropriate amount of Recordation Taxes, if any, has been paid in connection with a Deed of Trust dated the 15th day of April, 1986, from MPS Crofton Joint Venture, a Maryland general partnership, to Robert J. Lewis and John H. Aylor, Trustees, recorded on April 18, 1986 in Deed Book 4056 at page 733 among the Land Records of Anne Arundel County, Maryland to secure United Savings Bank in the principal amount of \$2,560,000. This financing statement is offered for filing for the purpose of evidencing and perfecting the security interest of the Secured Party in an undivided 90% interest in and to all funds payable and rights arising pursuant to said Deed of Trust, all as set forth in a certain Participation Agreement between Debtor and Secured Party.

FINANCING STATEMENT

1. Debtor: Address: UNITED SAVINGS BANK 8219 Leesburg Pike Vienna, Virginia 22180
2. Secured Party: Address: THE PROVIDENT INSTITUTION FOR SAVINGS 30 Winter Street Boston, Massachusetts 02105
3. This Financing Statement covers:
 - (a) All of the interest of the Secured Party in the Deed of Trust dated the 15th day of April, 1986, from MPS Crofton Joint Venture to Robert J. Lewis and John H. Aylor, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, the Deed of Trust Note secured thereby, the indebtedness evidenced thereby, and the various Security Documents referred to therein, all in accordance with the terms and provisions of a certain Loan Participation Agreement between the Debtor and the Secured Party dated the 27th day of June, 1986.
 - (b) All proceeds of the conversation, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance.
4. Proceeds of collateral are covered by this Financing Statement.

RECORD FEE 11.00
POSTAGE .50
JUN 20 9 11 AM 1986
JUN 6 86



1986 JUN - 6 AM 9:59

POSITION 10011001

1150.

Debtor:

UNITED SAVINGS BANK

By:

Lawrence Noda
Assistant Vice President

Secured Party:

THE PROVIDENT INSTITUTION
FOR SAVINGS

By:

Leo T. Spang
Senior Vice President

STATE OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On this 27th day of June, 1986, before me, the subscriber, a Notary public in and for the jurisdiction aforesaid, personally came Lawrence Noda, an assistant vice president of United Savings Bank, known to me as the individual who executed the foregoing Financing Statement on behalf of said corporation, and being duly sworn acknowledged the same to be the act and deed of United Savings bank.

WITNESS my hand and Notarial Seal.

Lynne A. Lockhart
Notary Public

My Commission Expires:

April 14, 1989

COMMONWEALTH)
) ss:
OF
MASSACHUSETTS)

On this 10th day of JULY, 1986, before me, the subscriber, a Notary public in and for the jurisdiction aforesaid, personally came Leo T. Spang, Senior Vice President of The Provident Institution for Savings, known to me as the individual who executed the foregoing Financing Statement on behalf of said corporation, and being duly sworn acknowledged the same to be the act and deed of The Provident Institution for Savings.

WITNESS my hand and Notarial Seal.

Elise A. Lockhart
Notary Public, ELISE A. LOCKHART

My Commission expires: 11/16/90

To the Filing Officer: After this Financing Statement has been filed, please mail a file-marked copy to: Robert A. Foster, Esquire; Finley, Kumble, Wagner, Heine, Underberg, Manley, Myerson & Casey; 1120 Connecticut Avenue, N.W., Washington, D.C. 20036.

CIT CORPORATION Maryland Financing Statement All information must be typewritten or printed in ink.		File No. 263123
(Not to Be) (XXX) Recorded in the Land Records.* strike inapplicable words		
Debtor(s) Name(s) and Address(es) Charles F. Meyer & Sons, Incorporated 4910 Sands Road Lothian, Anne Arundel, MD 20711	Secured Party Name and Address Vic Lewis & Sons, Inc. 1963 Brady Avenue Baltimore, MD 21227	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Used Komatsu Model D355A Dozer S/N 3344 With EROPS And Hydraulic Tilt		
The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Charles F. Meyer & Sons, Incorporated By <u><i>Samuel Myers</i></u> Title <u><i>Pres</i></u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. Type or print name(s) of person(s) signing 5-SA-989D	Secured Party Vic Lewis & Sons, Inc. By <u><i>Shirley Lewis</i></u> Type or print name of person signing	

Mailed to Secured Party

86-481

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS

BOOK

501 PAGE 325

☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

A.A. Co.

263124

FINANCING STATEMENT

1. Debtor(s):

Jokey, Inc. T/A Hillside Tavern

Name or Names—Print or Type

1581 Defense Highway, Gambrills, MD 21054

Address—Street No.,

City - County

State

Zip Code

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.

Name or Names—Print or Type

701 Cathedral Street,

Baltimore,

Maryland

21201

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Crystal Tip Ice Machine
S/N 7-RA00429101

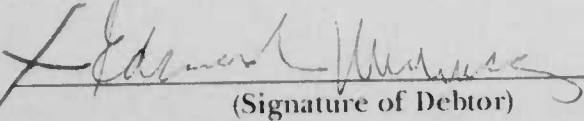
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:



(Signature of Debtor)

Edwin Utkewicz, Pres.

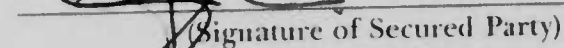
Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates

(Company, if applicable)



Mark M. Caplan, partner

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

Mailed to Secured Party

BOOK 501 PAGE 326

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Salzman: Ira M. & Barbara J. 2862 Lee Place Bellmore, New York 11710	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wethersfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	--	---

4. This statement refers to original Financing Statement bearing File No. 254758 BK480 PG 119
Filed with Anne Arundel Co. Date Filed 11/30 1984

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

RECORD FEE 12.00
POSTAGE
015756 1777 001 11/30/84
AUG 8 1984

2810416

No. of additional Sheets presented _____

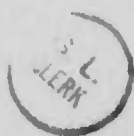
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Carlleen V. Shinn Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

SOCIETY FOR SAVINGS



1986 AUG --6 AM 10:13
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

RECORDED ON JUN 09, 1986 AT 10:50 AM
 IN THE FINANCING RECORDS OF THE MD. ST.
 DEPARTMENT OF ASSESSMENTS AND TAXATION
 ID # 61607549 RECEIPT # 23342000124
 SEE BOTTOM OF PAGE FOR LIBER & FOLIO
 RECORDING FEE 11.00
 RECORDATION TAX
 • THIS SERVES AS YOUR RECEIPT •

RECORDED
POSTAGE

11.00

S. Chandler Sweetser, Jr. 1460 Ritchie Highway Arnold, Maryland 21012		Edwards & Company Williams Group, Ltd. Robert J. Maccini 915 N.W. 57th Street Oklahoma City, Oklahoma 73118	
1. Debtor(s) (Last Name First) and address(es)		2. Secured Party(ies) and address(es)	
3. This financing statement covers the following types (or Name) of property: The entire partnership interests of Debtor in and to Wilshire Associates, Ltd., Court Plaza, Ltd. and Per- imeter Center Associates, Ltd. (the "Partnerships"), all of which are Oklahoma limited partnerships, and (a) all of Debtor's right, title and interest in, to and under the Limited Partnership Agreements of the Partnerships, (b) to the extent related to Debtor's partnership interests in the Partnerships, all books, correspondence, files, records and other documents of Debtor, and (c) all proceeds and products of or relat- ing to the foregoing. "COLLATERAL NOT SUBJECT TO RECORDATION TAX." Proceeds and Products of Collateral are also covered.			
File with: THE COUNTY CLERK		County, State of <u>Oklahoma</u> , under Uniform Commercial Code <u>§ 9-316</u>	
S. Chandler Sweetser, Jr. Signature(s) of Debtor(s)		See Signature Page Attached Signature(s) of Secured Party(ies) or Assignee	
(1) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM-UNIFORM COMMERCIAL CODE (FORM UCC-2 Approved by State Examiner & Inspector)		DESTRUCTION STATIONARY ONLY. GVT. LISTED. PAPER GVT	

STATE OF MARYLAND
 I hereby certify that this is a true and complete copy of the
 document on file in this office. DATED: 7-15-86²
 BY: Jas. Stewart
 This stamp replaces our previous certification system. Effective: 10/84

EDWARDS & COMPANY, an Oklahoma
limited partnership

BY EDWARDS INVESTMENT COMPANY, an
Oklahoma general partnership,
General Partner

By [Signature]
Carl E. Edwards, Jr., General
Partner

By [Signature]
Edward B. Edwards, General
Partner

WILLIAMS GROUP, LTD., an Oklahoma
limited partnership

By [Signature]
Gordon D. Williams, General Partner

[Signature]
Robert J. Macchini

2820 0567

FINANCING STATEMENT

- 1 ☐ To Be Recorded in the Land Records at _____
 2 ☐ To Be Recorded among the Financing Statement Records at _____
 3 ☒ Not Subject to Recordation Tax.
 4 ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

Debtor(s) Name(s)

Address(es)

M & M Amusement Co, Inc

118 Roesler Rd
Glen Burnie, Md 21061

Secured Party Willow Ent. Inc.

118 Roesler Road
Address Glen Burnie, Md. 21061

Attention: Louis Wilner

(Please return to Willow Ent. Inc. at the address in paragraph 6 above)

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, encumbered, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

☐ G Specific Equipment: All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

☐ H Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part thereof by reference.

M & M Amusement Co, Inc

(Seal)

Larry Jay Wilner - Pres (Seal)

Larry Jay Wilner (Seal)

Secured Party

Willow Enterprises, Inc

(Seal)

Louis Wilner - Sec Treas

Assignee- FIRESTONE FINANCIAL CORP.
 345 Boylston St,
 Newton Center, Mass
 02159

NOT RECORDED

1150

RECEIVED FOR RECORD
CLERK OF DISTRICT COURT

1986 AUG -6 AM 11:48

E. AUDREY COLLISON
CLERK

SCHEDULE A

BOOK 501 PAGE 330

THIS SCHEDULE A is attached to and made a part of a
Installment Sales Contract between Willow Enterprises, Inc (Vendor)
and M & M Amusement Co, Inc (Purchaser) dated March 30, 1986

3 Mat Mania B1078-A2267-A3743
1 1942 Terra Cresta A75992
1 Omni Shuffle Alley B3460
1 Gunsmoke-2234
1 used Merit Trivia 4267
2 used Blash Gordon pinball A0210-A1189
2 Hi Speed Pinball new #0339-1078
1 New Williams Strke Zone Shuffle A3472
1 new Williams Alley Cat A589

Mailed to Secured Party

anavonder
11

STATE OF MARYLAND

263253

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ 9866.00If this statement is to be recorded
in land records check here. ☐This financing statement Dated 1/23/86 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Annapolis Harbour House Inc

Address 87 Prince George St Annapolis MD 21401

2. SECURED PARTY

Name General Electric Credit Corporation

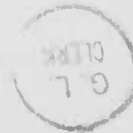
Address 260 Long Ridge Rd

Stamford CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Honeywell HBK-1 Electronic Telephone
SystemRECORD FEE 11.00
REGISTER CITY BAL 109159
AUG 6 86CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Glenn F. Phillips
(Signature of Debtor)GLENN F. PHILLIPS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jackie Hanley
(Signature of Secured Party)JACKIE HANLEY CP# 86-0052
Type or Print Above Signature on Above Line

"This financing statement is filed solely for
notice and precautionary purposes and the filing
hereof shall not be deemed evidence of any
intention of the parties to create a security
interest under the Uniform Commercial Code or
to enter into other than a true lease transaction."

RECEIVED FOR RECORD
CIRCUIT COURT, BAL. COUNTY

1986 AUG -6 AM 11:48

E. AUBREY COLLISON
CLERK

FORM MAY BE PURCHASED FROM KOBES & WARREN, INC., BOSTON, MASS. 02101

**EQUIFAX
SERVICES**

SINGLE PROPERTY CHECK REPORT

BOOK 501 PAGE 332

CAUTION TO CUSTOMER: In accordance with our agreement, this report is released with the understanding that the information reported is strictly confidential. Although secured from sources deemed reliable, the accuracy of the information is not guaranteed.

Acct. No. 431-108 File No. n/s

7/10/86 2 2

ANNAPOLIS HARBOUR HOUSE INC. Location of property to be checked 87 Prince Georges Street
Annapolis Md. 21401 87 Prince Georges ST Annapolis Md. 21401

DEED RECORD (Recorder's Office—Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of instrument	Lot #	Block #	Book	Page
Annapolis Harbor House	Minnie G. Cohen	10/24/78	73 75 & 77	n/s	3137	685

(Give additional description of property if requested by customer's overprint.)

Legal description of this property is quite complicated and goes two pages into the deed records. It is described as being between Lot Line 77 and 79 of Prince George Street with the southwestern most side of Prince Georges Street between the two conveyances by Jacob Jacobson. It is the same lot as described in deed Liber WGL 2706 folio 728. Should you desire exact copies of this deed please notify our office for same.

068/cm

VALUATION (Tax Assessor's Office)

LAND: Assessed value	BUILDINGS: Assessed value	TOTAL Assessed value
\$	\$	\$

MORTGAGES (Check here ☐ if there are no mortgages.) (Recorder's Office—Grantor Index)

Amount	Date of instrument	Name & address of mortgagee	Terms	Book	Page

REMARKS: Cover any unusual situation in connection with the checking of the records.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No.

203123

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$308,373

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/21/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name St. Paul Computer Center

Address North Arundel Executive Bldg, 300 Hospital Dr.
Glen Burnie, Maryland 210 61

2. SECURED PARTY

Name Sperry Credit Corporation

Address P. O. Box 500
Blue Bell, PA 19424

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/31/90

4. This financing statement covers the following types (or items) of property: (list)

Sperry Systems 1100-71 with accessories, attachments, peripheral equipment and related items together with additions, replacement and substitutions, thereto. Equipment described in SCC Agreement No. 110-2346.

RECORD FEE 12.00
RECORD TAX 709.00
118959 CTT NO1 109:59
MAR 6 86CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Mailed to Secured Party



(Signature of Debtor)

HENRY F. HARTLOVE V.P. TREAS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

L. J. Strohecker
Type or Print Above Signature on Above Line

1986 AUG -6 AM 11:48

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 334

203123

FINANCING STATEMENT

For Filing Officer Use
 File No.
 Date &
 Hour

Check below if goods are
 or are to become fixtures.

☐ TO BE RECORDED IN
 LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. An Agreement dated 23rd day of May, 1986 whereby Debtors agreed to pay Secured Party the sum of \$33,000 in Thirty (30) Consecutive equal monthly principal and interest payments of \$1,247.78 each with first payment on August 1, 1986.

Name(s) of Debtor(s) or assignor(s)
 (Last Name First)

Chang-Ho Corporation
 Zhi-Hong An
 Shu-Hua An

4732 Mountain Road, Pasadena, Maryland 21122
 4001 Stocong Drive, Beltsville, Maryland 20705
 4001 Stocong Drive, Beltsville, Maryland 20705

Name of Secured Party or assignee
 No. Street City State

Chi-Yuen & Lai-Ming Ho 8265 Ahearn Drive, Millersville, Maryland 21108
 1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of the equipment, fixtures, chattels, belonging to the Debtors and uses in connection with the restaurant business conducted by said Debtors, located in, on or about the property known as No. 4732 Mountain Road, Pasadena, Maryland 21122, including but not limited to those items set forth in Schedule A attached hereto as part hereof, as well as any and all additions thereto and replacements and renewals thereof whenever hereafter acquired. This is to secure a conditional sales contract between the Buyers and the Sellers.

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered;
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
 The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Secured Party:

Chang-Ho Corporation

(Seal)
 (Corporate, Trade or Firm Name)

By: Zhi-Hong An
 Zhi-Hong An, President

Chi-Yuen Ho Chi-Yuen Ho
 Signature of Secured Party or Assignee

Shu-Hua An
 (Type or print name under signature)
 Shu-Hua An, Secretary & Treasurer

Lai-Ming Ho Lai-Ming Ho
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

WILLIAM TAN
 Suite 202, 5602 Baltimore National Pike
 Baltimore, Md. 21228

RETURN TO:

1986 AUG -6 AM 11:48
 CLERK
 COLLISION

Mailed to Secured Party

BOOK 501 PAGE 335

263130

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code, 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Providence Center, Inc. ATTN: Thomas G. McCaulty 370 Shore Acres Rd. Arnold, MD 21012	2 Secured Party(ies) and address(es) North Supply Co. ATTN: Leasing Dept. Box 600 Industrial Airport, Ks. 66031	For Filing Officer (Date, Time, Number, and Filing Office) 23208 JUL 02 1986
---	---	---

4 This financing statement covers the following types (or items) of property:

Premier 1648 Telephone System:
One KSU
Nine Lines
Eight Key Speaker Telephones
Fourteen Single Line Telephones
One Printer.

ASSIGNEE OF SECURED PARTY AND ADDRESS
C.I.T. FINANCIAL SERVICES CORPORATION
9225 Ward Parkway, #260
Kansas City, Mo. 64114

RECORDED FE 11.00
INDEXED CT77 MI 110.00
JUL 6 1986

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Providence Center, Inc.
By: Thomas G. McCaulty
Signature(s) of Debtor(s)
Thomas G. McCaulty, Vice President

North Supply Co.
By: W. B. Bennett
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL



Mailed to Secured Party

1986 AUG -6 AM 11:48
E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 336

263131

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MORELAND FARMS - WAYNE, MORELAND dba MORELAND FARMS

Address 5125 MORELAND LAWN
LOTHIAN, MARYLAND 20711

2. SECURED PARTY

Name JOHN DEERE COMPANY

Address POST OFFICE BOX 4949
SYRACUSE, NEW YORK 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1. New John Deere Model 4250 Tractor Serial # 9493
2. New John Deere Model 260 Loader Serial # 11310
3. New John Deere Model 65 Blade Serial # 5719

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

X ☒ Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Wayne Moreland
(Signature of Debtor)

WAYNE MORELAND

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald T. Williams
(Signature of Secured Party)

RONALD T WILLIAMS, ADMINISTRATOR
Type or Print Above Signature on Above Line

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203132

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K & R Motors

Address 6000 Ritchie Highway Baltimore, Maryland 21225

2. SECURED PARTY

Name MAROX LEASING COMPANY

Address P. O. BOX 463

HUNT VALLEY, MARYLAND 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Ammoco 4000 Brake Lathe w/ Bench

S/N 85832A

Assigned to: John Hanson Savings and Loan
P.O. Box 1446
Beltsville, MD 20705-1446CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Karl Reiser

(Signature of Debtor)

KARL REISER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

G. L. CLERK

Louise E. Neutze

(Signature of Secured Party)

Louise E. Neutze,

Type or Print Above Signature on Above Line

RECEIVED
1986 AUG -6 AM 11:48
E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 338

263133

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Westinghouse Electric Corporation Defense and Electronics Center 920 Elkridge Landing Road Linthicum, MD 21090 Anne Arundel County	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FB Sunnyvale, CA. 94086 4144-81962	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FE 25.00 POSTAGE .50 JUL 27 2 04 PM '86 JUL 27 2 04 PM '86
4. This financing statement covers the following types (or items) of property: Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement. **Debtor has authorized Secured Party to File. Equipment location: 401 East Hendy Avenue Sunnyvale, Ca 94088		5. Assignee(s) of Secured Party and Address(es) and 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

****SEE ATTACHED** Hewlett-Packard Company

By: _____ Signature(s) of Debtor(s)

By: *[Signature]* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

250

1986 AUG - 6 AM 11:48
87:1115 6-3085861
JUL 27 2 04 PM '86

BOOK 501 PAGE 339

HEWLETT-PACKARD

OPERATING LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

LESSOR HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
972 East Arques, 70FA
Sunnyvale, CA 94086

Lease Agreement # 4144-81962

Ref: Master Lease Agreement # 4126-46136

LESSOR TAX I.D. #: 94-1081436

LESSEE: Westinghouse Electric Corporation - Defense and Electronics Center

920 Elkridge Landing Road, P.O. Box 746

Linthicum

(City)

Anne Arundel

(County)

Maryland

(State)

21090

(Zip)

LESSEE TAX I.D. # 025-0877540

(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street 401 East Hendy Avenue

City Sunnyvale

County Santa Clara

State CA

Zip 94088

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

☒ Master Lease Agreement # 4144-46136

☒ Purchase Discount Agreement # CH240

☐

☒ HP Product Warranty, Form # 5954-1617(D) Rev. 11/85

☐ HP Software Terms, Form # _____ Rev. _____

☐

The following Exhibits checked below are attached hereto and made a part of this Agreement

☒ Early Buyout Schedule dated 2/1/86

☐ HP Tax Exempt Rider Form # _____ Rev. _____

☒ Investment Tax Credit Addendum

☐

Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months from the due date of the first invoice, or on the expiration of any applicable renewal period

3. Rent: As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 792.54 per month, exclusive of applicable use taxes, beginning upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement

4. Amount Financed: The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 29,191.00

5. Purchase, Renewal, Return Options: Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with ninety (90) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for

$$\left(\frac{\text{Net Price of Equipment To Be Purchased}}{\text{Total Net Price of Equipment}} \right) \times \left(\begin{array}{l} \text{Amount} \\ \text{to} \\ \text{Finance} \end{array} \text{ less } \begin{array}{l} \text{Sixty percent} \\ \text{(60\% of the} \\ \text{monthly Rents} \\ \text{Received} \end{array} \right)$$

plus any accrued late charges and taxes applicable to the transfer of this

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left(\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right) \times (\text{Original Monthly Payment})$$

(iii) return in accordance with paragraph 4 of the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above

During the renewal period, Lessee may return all or some of the Equipment in accordance with paragraph 4 of the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with ninety (90) days prior written notice. Sixty percent (60%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Payment Agreement up to an eighty percent (80%) maximum of the original Amount to Finance

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED

- 6. Early Buyout Option: At its option during the initial non-cancellable lease term, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buyout Schedule
- 7. Equipment Upgrade/Add-On: At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.
- 8. Financing Statement: THE PARTIES ACKNOWLEDGE THAT A COPY OF THIS LEASE AGREEMENT EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT MAY BE FILED WITH THE APPROPRIATE STATE AUTHORITIES AS A FINANCING STATEMENT, AT ANY TIME AFTER SIGNATURE BY LESSEE, FOR PROTECTIVE PURPOSES (SHOULD THIS LEASE AGREEMENT BE CONSTRUED AS A SECURED TRANSACTION AT A FUTURE DATE), AND LESSEE EXPRESSLY AUTHORIZES LESSOR TO EXECUTE A SEPARATE FINANCING STATEMENT ATTACHING THIS AGREEMENT ON BEHALF OF LESSEE SHOULD STATE REGULATIONS SO REQUIRE OR, ALTERNATIVELY, TO GRANT AND PERFECT LESSOR'S SECURITY INTEREST IN THE EQUIPMENT. SUCH FILING DOES NOT CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND SCHEDULE BY LESSOR IT IS FURTHER ACKNOWLEDGED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY AND NOT BECOME A FIXTURE TO REAL PROPERTY.

- 9. Investment Tax Credit Election: (If the Investment Tax Credit Election is not applicable check this box ☒)
 - a) LESSOR'S ELECTION: Lessor elects for the purpose of the tax credit allowed by Section 38 of the Internal Revenue Code ("the Code"), to treat the Lessee named herein as having purchased the property identified herein
 - b) LESSEE'S CONSENT: By its execution of this Equipment Schedule and Payment Agreement, Lessee indicates its consent to be treated as the purchaser of the property covered hereunder for the purpose of the investment tax credit allowed by Section 38 of the Code, except for the following items which are specifically rejected _____
 - c) ACRS CATEGORY: The parties acknowledge that the ACRS Category for the Equipment covered hereunder is five (5) years
 - d) FAIR MARKET VALUE: The parties acknowledge that the Fair Market Value of the Equipment covered hereunder is \$ _____
 - e) TRANSFER OF POSSESSION TO LESSEE: The date of transfer of possession to Lessee for purposes of this Investment Tax Credit Election is _____. (Note: The date of transfer of possession is the date the last item of Equipment under this Schedule and Agreement is shipped to Lessee and shall be filled in the space provided above subsequent to Lessee's execution hereof.)
 - f) DISTRICT OFFICE WHERE LESSOR FILES ITS FEDERAL TAX RETURNS: Fresno, California
 - g) DISTRICT OFFICE WHERE LESSEE FILES ITS FEDERAL TAX RETURNS: Pittsburgh, PA

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
1	7935H	404MB REMOVABLE DISC DRIVE	\$28,300.00	(6,509.00)*	21,791.00	\$21,791.00
5	97935A	404MB MEDIA MODL	1,480.00		1,480.00	7,400.00

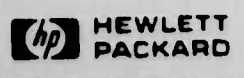
*23% discount per CH240

NET PRICE — HARDWARE	\$29,191.00
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	29,191.00
OTHER COSTS	0.00
LESS: DOWN PAYMENT	0.00
AMOUNT TO FINANCE	29,191.00

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY
BY: _____
NAME/TITLE: _____
DATE: _____

LESSEE: Westinghouse Electric Corporation
BY: [Signature]
NAME/TITLE: R. G. Neal, Mgr Purchasing
DATE: 4/1/86



EARLY BUYOUT / UPGRADE SCHEDULE

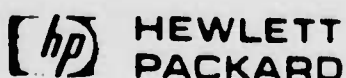
BOOK 501 PAGE 341

CUSTOMER : Westinghouse Electric Corp.
 LEASE #
 TYPE OF LEASE : OPERATING (36 MONTHS)
 LEASE RATE : 2.715 MONTHLY
 EFFECTIVE DATE OF RATES USED : 02/01/86
 PROPERTY TAX IS INCLUDED IN RATE
 INVESTMENT TAX CREDIT TO HEWLETT PACKARD

BUYOUT IS 84.82% AFTER MONTH 13	* BUYOUT IS 86.31% AFTER MONTH 12
BUYOUT IS 81.77% AFTER MONTH 15	* BUYOUT IS 83.30% AFTER MONTH 14
BUYOUT IS 78.63% AFTER MONTH 17	* BUYOUT IS 80.21% AFTER MONTH 16
BUYOUT IS 75.40% AFTER MONTH 19	* BUYOUT IS 77.03% AFTER MONTH 18
BUYOUT IS 72.09% AFTER MONTH 21	* BUYOUT IS 73.76% AFTER MONTH 20
BUYOUT IS 68.68% AFTER MONTH 23	* BUYOUT IS 70.40% AFTER MONTH 22
BUYOUT IS 64.62% AFTER MONTH 25	* BUYOUT IS 66.38% AFTER MONTH 24
BUYOUT IS 61.02% AFTER MONTH 27	* BUYOUT IS 62.83% AFTER MONTH 26
BUYOUT IS 57.32% AFTER MONTH 29	* BUYOUT IS 59.18% AFTER MONTH 28
BUYOUT IS 53.52% AFTER MONTH 31	* BUYOUT IS 55.43% AFTER MONTH 30
BUYOUT IS 49.61% AFTER MONTH 33	* BUYOUT IS 51.58% AFTER MONTH 32
BUYOUT IS 45.59% AFTER MONTH 35	* BUYOUT IS 47.61% AFTER MONTH 34
	* BUYOUT IS 41.36% AFTER MONTH 36

THE ABOVE BUYOUT PERCENTAGES ARE PREDICATED UPON THE FOLLOWING ASSUMPTIONS :

- * THAT NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING AT THE TIME THE BUYOUT IS QUOTED
- * THAT ALL RENTS DUE ARE CURRENT
- * THE ABOVE PERCENTS APPLY TO THE AMOUNT FINANCED ONLY AND DO NOT INCLUDE APPLICABLE TAXES IF ANY



WARRANTY AND INSTALLATION TERMS

1. WARRANTY STATEMENT

- a) HP hardware products are warranted against defects in materials and workmanship. If HP receives notice of such defects during the warranty period, HP shall, at its option, either repair or replace hardware products which prove to be defective.

HP software and firmware products which are designated by HP for use with a hardware product, when properly installed on that hardware product, are warranted not to fail to execute their programming instructions due to defects in materials and workmanship. If HP receives notice of such defects during the warranty period, HP shall repair or replace software media and firmware which do not execute their programming instructions due to such defects. HP does not warrant that the operation of the software, firmware or hardware shall be uninterrupted or error free.

If HP is unable, within a reasonable time, to repair or replace any product to a condition as warranted, Customer shall be entitled to a refund of the purchase price upon return of the product to HP.

- b) DURATION AND COMMENCEMENT OF WARRANTY PERIOD

The warranty period for each product is specified in the table below, depending upon the warranty classification code of the product. The applicable warranty code shall be specified on the HP Corporate Price List. The warranty period begins either on the date of delivery or, where the purchase price includes installation by HP, on the date of installation. If Customer schedules or delays installation more than thirty (30) days after delivery, the warranty period begins on the thirty-first (31st) day from the date of delivery.

- c) PLACE OF PERFORMANCE

Within HP service travel areas, warranty and installation services for products installed by HP and certain other products designated by HP will be performed at Customer's facility at no charge. Outside HP service travel areas, warranty and installation services will be performed at Customer's facility only upon HP's prior agreement and Customer shall pay HP's round trip travel expenses and applicable additional expenses for such services.

On-site warranty services are provided only at the initial installation point. If products eligible for on-site warranty and installation services are moved from the initial installation point, the warranty will remain in effect only if Customer purchases additional inspection or installation services at the new site.

For product warranties requiring return to HP, products must be returned to a service facility designated by HP. Customer shall prepay shipping charges (and shall pay all duty and taxes) for products returned to HP for warranty service. Except for products returned to Customer from another country, HP shall pay for return of products to Customer.

Installation and warranty services outside the country of initial purchase are included in HP's product price only if Customer pays HP international prices (defined as destination local currency price, or U.S. or Geneva Export price). Service outside the country of initial purchase is subject to the conditions regarding HP service travel areas and initial installation point described above.

- d) LIMITATION OF WARRANTY

The foregoing warranty shall not apply to defects resulting from:

- i) Improper or inadequate maintenance by Customer
- ii) Customer-supplied software or interfacing;
- iii) Unauthorized modification or misuse;
- iv) Operation outside of the environmental specifications for the product; or
- v) Improper site preparation and maintenance

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITATION OF REMEDIES AND LIABILITY

THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL HP BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

The foregoing limitation of liability shall not apply in the event that any HP product sold hereunder is determined by a court of competent jurisdiction to be defective and to have directly caused bodily injury, death or property damage, provided, that in no event shall HP's liability for property damage exceed the greater of \$50,000 or the purchase price of the specific product that caused such damage.

BOOK 501 PAGE 343

INVESTMENT TAX CREDIT ADDENDUM

RE: LEASE #

This Addendum is hereby incorporated in and made a part of the above referenced Lease.

It is understood that the monthly lease rate factor of 2.715% is based in part upon the current availability to Lessor of the Investment Tax Credit ("ITC") allowed by Section 38 of the Internal Revenue Code of 1954 ("The Code").

Lessee acknowledges and agrees that, in the event The Code is amended or legislation is passed subsequent to the execution of the above- referenced Lease which reduces the ITC benefits anticipated by this transaction, the monthly lease rate shall be increased accordingly. In no event shall the monthly lease rate factor exceed 2.888%.

Dated: 4/7, 1986

LESSEE: WESTINGHOUSE ELECTRIC CORP.

BY: [Signature]

TITLE: Mgr. Purchasing

LESSOR: HEWLETT PACKARD COMPANY

BY: _____

TITLE: _____

Mailed to Secured Party.

J-SS/MS
11/30/82
9/6/83
1/4/85
4/3/85 263134☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

FINANCING STATEMENT

The Yogurt Patch, Inc.

Name or Names—Print or Type

21 Aventura Court; Randallstown, MD 21133

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Arundel Property Investors Limited Partnership

Name or Names—Print or Type Commercentre East B, Suite 270

1777 Reisterstown Rd. Baltimore Maryland 21208

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

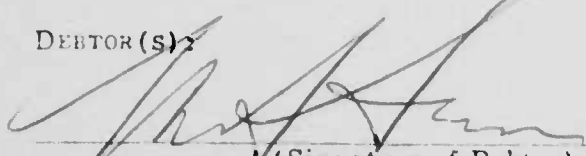
All inventory, fixtures and equipment in Store #JE-5
Jumpers Mall, Anne Arundel County, Maryland also known as
8060-A Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S):



(Signature of Debtor)

Malcolm Sears, President

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED
PARTNERSHIP (LANDLORD)BY: CHURCHVILLE EQUITIES LIMITED
PARTNERSHIP (ITS GENERAL PARTNER)

(Company, if applicable)

(Signature of Secured Party)

By: Robert E. Statkiewicz, General Partner
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270
1777 Reisterstown Rd.
Baltimore, MD 21208

Mailed to Secured Party



263135

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 7/10/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BLOOD, Kenneth T.Address 3713 South George Mason Drive Falls Church, VA 22041

2. SECURED PARTY

Name First Commercial CorporationAddress 303 Second St.Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (List)

1986 Chris Craft 29' Fiberglass Hull #CCHES1191586
1986 Mercruiser Gas Twin 230HP Engine #469165 & 469269

Home Anchorage/Winter: Annapolis, MD

Assignee: Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Kenneth T. Blood
(Signature of Debtor)

Kenneth T. Blood

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NA AGENT
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

Aime Arnold
7/22/86

BOOK 501 PAGE 346
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3 A.A. County
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247945
RECORDED IN LIBER 463 FOLIO 253 ON 6-29-83 (DATE)

1. DEBTOR

Name Samuel C. Giddings
Address 223 Md. Ave., Box 152 Mayo, Md. 21106

2. SECURED PARTY

Name International Harvester Credit Corporation
Address P. O. Box 3140, Cherry Hill, New Jersey 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: TERMINATION XXXXX
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)

Dated

7-25-86

C. V. Fruits
(Signature of Secured Party)
INTERNATIONAL HARVESTER CREDIT CORPORATION
C. V. FRUITS
Type or Print Above Name on Above Line

Mailed to Secured Party

UCC-3 MARYLAND (SHAW-WALKER CO.)

1986 AUG -6 AM 11:49
CLERK
AUBREY COLLISON
CLERK

Clerk of the Circuit Court
Anne Arundel Co.

STATE OF MARYLAND

BOOK 501 PAGE 347
Identifying File No. 263137

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.

Address 2729 Solomons Island Rd., Edgewater, Md. 21037

2. SECURED PARTY

Name L. B. Smith, Inc.

Address P.O. Box 8658, Baltimore, Md. 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Terex Model TS-14B Scraper, s/n 73054

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

SECURED NOT SUBJECT TO RECORDATION TAX.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Reds Dove, Inc.

Type or Print Above Name on Above Line

Dorothy S. Karr
(Signature of Debtor)

Dorothy S. Karr

Type or Print Above Signature on Above Line

Mailed to Secured Party

Bruce Dean
(Signature of Secured Party)

L. B. Smith, Inc., Bruce Dean, /Bus. Mgr.
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE 1.50
418977 CDS ROL TIO: 1-4
AUG 6 86

1986 AUG -6 AM 11:49
CLERK
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 349

Identifying File No. 203103

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DavCo Food, Inc.
Address 1657 Crofton Blvd., Crofton, MD 21114

2. SECURED PARTY The CIT Group/Equipment Financing, Inc.
Name Manufacturers Hanover Leasing Corporation
Address 270 Park Ave., New York, N.Y. 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)
The property wherever located, described in Exhibit A attached hereto and made a part hereof, and all accessions, additions and attachments thereto, and replacements and substitutions therefor, and all proceeds (including proceeds of insurance) of any of the foregoing. Debtor has no power to sell, transfer or otherwise dispose of said property.

File with: Anne Arundel County

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORDATION TAX HAS BEEN PAID

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)



Walter J. Spear
(Signature of Debtor)

DavCo Food, Inc.

Type or Print Above Name on Above Line

WALTER J. SPEAR

(Signature of Debtor)

V.P. of Finance + Treasurer

Type or Print Above Signature on Above Line

Andrew J. Kalgreen V.P. Pres.
(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.

Type or Print Above Signature on Above Line

Andrew J. KALGREEN, V.P.

1985 AUG -6 AM 11:49

E. AUBREY COLLISON
CLERK

EXHIBIT A

Exhibit A attached to and forming a part of the UCC-Financing Statement between Dav Co Food, Inc., Debtor and The CIT Group/Equipment Financing, Inc., Secured Party.

Any and all items of equipment, furniture, furnishings and all other personal property of whatever nature including kitchen utensils, servicing equipment, refrigeration equipment, phone systems and electronic registers now or at anytime hereafter acquired located at:

3801 Truman Boulevard
St. Charles, MO 63301

900 Jeffco Boulevard
Arnold, MO 63010

12850 Tesson Ferry
St. Louis, MO 63128

4040 S. Broadway
St. Louis, MO 63118

2045 Hartford
Baltimore, MD 21213

211 Sunburst Highway
Cambridge, MD 21613

8 Watkins Park Drive
Kettering, MD

2038 Wilson Boulevard
Arlington, VA 22201

10501 Main Street
Fairfax, VA 22030

The CIT Group/Equipment
Financing, Inc.

By: Andrew J. Kapp
Title: Vice Pres

DavCo Food, Inc.

By: Walter B. Green
Title: Vice President

Mailed to Secured Party

EXHIBIT A

Exhibit A attached to and forming a part of the UCC-Financing Statement between Dav Co Food, Inc., Debtor and The CIT Group/Equipment Financing, Inc., Secured Party.

Any and all items of equipment, furniture, furnishings and all other personal property of whatever nature including kitchen utensils, servicing equipment, refrigeration equipment, phone systems and electronic registers now or at anytime hereafter acquired located at:

3801 Truman Boulevard
St. Charles, MO 63301

900 Jeffco Boulevard
Arnold, MO 63010

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St. Louis, MO 63128

4040 S. Broadway
St. Louis, MO 63118

2045 Hartford
Baltimore, MD 21213

211 Sunburst Highway
Cambridge, MD 21613

8 Watkins Park Drive
Kettering, MD

2038 Wilson Boulevard
Arlington, VA 22201

10501 Main Street
Fairfax, VA 22030

The CIT Group/Equipment
Financing, Inc.

By: Andrew J. Kapp

Title: Vice Pres

DavCo Food, Inc.

By: Walter B. Bean

Title: Vice President

Mailed to Secured Party

STATE OF MARYLAND

501 351 203140

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WANG LABORATORIES, INC.

Address ONE INDUSTRIAL AVENUE, LOWELL, MA 01851

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED

Address 1891 FRANCISCO BLVD., SAN RAFAEL, CA 94901

RECORD FEE 11.00
NOTARIAL .50
TOTAL 11.50
AUG 6 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All Equipment Leases between the Debtor as Lessor and various Lessees, and all Wang Laboratories computer equipment under each Lease together with all options, accessories, accessions and replacements thereto, financed by Secured Party pursuant to the Equipment Loan and Security Agreement dated as of February 17, 1986 between the Debtor and Secured Party, all as more particularly described on the Exhibits hereto, and all proceeds and general intangibles of such Leases and Equipment, including but not limited to all rentals and other sums payable under each Lease and all insurance proceeds of Equipment.

See Exhibits hereto for complete collateral descriptions of Leases and Wang Laboratories computer equipment.

ANNE ARUNDEL CNTY
FILED WITH ~~BALTIMORE COUNTY~~, MARYLAND

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

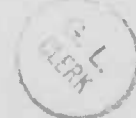
WANG LABORATORIES, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED
Type or Print Above Signature on Above Line



1986 AUG -6 PM 11:49
E. AUBREY COLLISON
CLERK

(SCHEDULE A)

(printed on 05/08/86 at 12:02)

BOOK 501 PAGE 352

No. EE 5

WANG LABORATORIES, INC. / PHOENIX

056-AFASP

Work Order Number: AFASP
Loan Pool Number: 1
Customer Number: 147428
Customer Name: WESTINGHOUSE ELECTRIC COR
Lease Term: 12 months
Discount Factor: 14 %
Equipment Type: OIS Type
Shipping Date: 03/18/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance
04/17/86	LPS8	TU8193	\$301.00	\$74.00	\$227.00	\$5,675.00 25x
WORK ORDER TOTALS:			\$301.00	\$74.00	\$227.00	\$5,675.00

CAMP MEADE RD:
BALTIMORE, MD 21240
BALTIMORE

Mailed to Secured Party

164.45

BOOK 501 PAGE 353

263141

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

William J. & Jean L. Wroten
Kinloch Circle
Arnold, MD 21012

(2) Secured Party(ies) (Name(s) And Address(es):

Westwinds Apartments Limited Partnership
211 State Street
P.O. Box 13563
Greensboro, N. C. 27405

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

1st Home Federal Savings & Loan Association of the Carolinas, F.F.A.
P.O. Box 26400
Greensboro, N.C. 27420-26400

Filing Officer

RECORD FEE 12.00

POSTAGE .50

11/17/82 C345 R01 T10:17

AUG 6 8:4

(5) This Financing Statement Covers the Following types [or items] of property.

All of Debtor's aggregate Partnership Interest in Secured Party (representing all limited partner Units purchased by Debtor) and all proceeds of sale or other disposition of said Collateral, including but not limited to, Debtor's Capital Account, his interest in Cash Flow, Net Income and Net Loss, and items of income, gain, loss, deduction and credit, Disposition Proceeds and Refinancing Proceeds made by the Partnership (as the aforementioned capitalized terms are defined in the Partnership Agreement).

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) William J. & Jean L. Wroten

Secured Party(ies) [or Assignees]

Edward M. Harrington, General Partner,
as Attorney-in-Fact

Westwinds Apartments Limited Partnership

(By) General Partner

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

UCC-1



Mailed to Secured Party

1986 AUG -6 AM 11:49

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

ONLY ONE NAME PER BOX	DEBTOR (Last Name First if a Person)		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
	NAME DEVON HOME CENTER STORES OF		263142	
	1A MARYLAND, INC.			
	MAILING ADDRESS **595 S.W. 13th Terrace			
	CITY Pompano Beach STATE FL 33069		RECORD FEE 11.00 11/19/83 0345 PM 11:18 45 5 55	
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)			
	NAME			
	1B MAILING ADDRESS		1983 AUG -6 AM 11:49 CLERK	
	CITY STATE			
	MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)			
NAME		1983 AUG -6 AM 11:49 CLERK		
1C MAILING ADDRESS				
CITY STATE				
SECURED PARTY (Last Name First if a Person)		1983 AUG -6 AM 11:49 CLERK		
NAME SOUTHEAST BANK, N.A.				
MAILING ADDRESS One Southeast Financial Center				
CITY Miami STATE FL 33131		1983 AUG -6 AM 11:49 CLERK		
MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)				
NAME RHODE ISLAND HOSPITAL TRUST				
2B NATIONAL BANK		1983 AUG -6 AM 11:49 CLERK		
MAILING ADDRESS One Hospital Trust Plaza				
CITY Providence STATE R.I. 02903				
ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		1983 AUG -6 AM 11:49 CLERK		
NAME				
3 MAILING ADDRESS				
CITY STATE		1983 AUG -6 AM 11:49 CLERK		

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11".

See Exhibit "A" Attached Hereto

**Address in Anne Arundel Cty:
2649 Jessup Road
Hanover, Maryland 21076

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.	7. No. of additional Sheets presented. -1-
6. Filed with: Clerk, Circuit Court, Anne Arundel County, MD	
8. (Check <input type="checkbox"/>) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.	
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.	10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input checked="" type="checkbox"/> Products of collateral are covered
13. Return copy to: Scott L. Baena, Esq.	11. SIGNATURE(S) OF DEBTOR(S) <i>Scott L. Baena</i>
NAME Stroock & Stroock & Lavan ADDRESS 3300 Southeast Financial Center 200 South Biscayne Boulevard CITY Miami STATE Florida ZIP CODE 33131-2385	12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE <i>Scott L. Baena</i>

NAME AND ADDRESS OF PREPARER
Scott L. Baena, Esq.
Stroock & Stroock & Lavan
3300 Southeast Financial Ctr.
Miami, Florida 33131-2385

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

EXHIBIT A

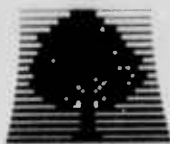
(A) A continuing first security interest in and to all of the Debtor's right, title and interest in, to and under all of their Receivables, as well as the proceeds thereof. Receivables as used herein shall mean the aggregate of all present and future accounts, general intangibles, chattel paper, contract rights and other obligations of any kind now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services by the Debtor, and all proceeds thereof;

(B) A continuing first security interest in and to all of the Debtor's right, title and interest in, to and under all of their Inventory, as well as the proceeds thereof. Inventory, as used herein shall include, without limitation, goods, merchandise and other personal property, now owned or hereafter acquired by the Debtor wherever located, which are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials used or consumed or to be consumed in the Debtor's business as well as goods which are returned to or repossessed by or on behalf of the Debtor;

(C) All other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds; all interest of the Debtor in goods as to which a Receivable shall have arisen; all files, records (including, without limitation, computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which it has an interest in any way relating to the foregoing collateral; all goods; instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which it has an interest or as to which the Bank may now or thereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the foregoing types of collateral); and

(D) As to each of the foregoing, all proceeds and products thereof.

Mailed to Secured Party



MARYLAND NATIONAL BANK

We want you to grow.TM

MEMBER FDIC

501 PAGE 358

263143

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel Co.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 54,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co.

5. Debtor(s) Name(s)

Address(es)

Jerry L. Sterling
T/A Pasadena Sign Co.

703 Pasadena Rd.
Pasadena, MD 21122

RECORD FEE 13.00
RECORD TAX 378.00
POSTAGE .50
TOTAL 391.50
11/19/92 0345 AM 110725
AM 6 86

6. Secured Party

Address

Maryland National Bank
Attention: Elaine J. Stevens

80 Mountain Rd.
Glen Burnie, MD 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Jerry L. Sterling T/A Pasadena Sign Co.

X Jerry Lee Sterling (Seal)
Jerry Lee Sterling, Prop.

✓ Sharon Lee Sterling (Seal)
Sharon Lee Sterling, Auth. Signer

____ (Seal)

____ (Seal)

Secured Party
Maryland National Bank

Elaine J. Stevens (Seal)

Elaine J. Stevens, Branch Officer/Manager

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83



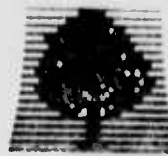
13-378-50

11/19/92 0345 AM 110725
AM 6 86
1986 AUG -6 04:11:40
9-3009061
NOSIT
COLLISON
CLERK

MARYLAND NATIONAL BANK

Glen Burnie, Maryland 21061

Mountain Road Office



SCHEDULE A

BOOK 501 PAGE 357

- Truck Make: IHC
Year: 1980
Body Style: S-1954
Serial No.: AF195KCA18620

Carrying the following equipment:

- One Skyhook Model-100 EXD, 24 VDC; Skyhook Welder; Auxiliary Winch;
rear outriggers, double telescoping; front outriggers, 8' I Beam -
Fishplated w/rollers

Mailed to Secured Party

263251

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded
in land records check here. ☐This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name A. J. Phelps Land Clearing, Inc.Address 8826 Washington Boulevard Jessup, Maryland 20794

2. SECURED PARTY

Name Morbark North Carolina, Inc.Address Rt. 1 North Raleigh, N.C. 27661Credit Alliance Corporation P.O. Box 1680 Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

A. J. Phelps Lane Clearing, Inc.

Alvin T. Phelps
(Signature of Debtor)

Alvin T. Phelps Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Morbark North Carolina, Inc.

H.D. Smith PRESIDENT
(Signature of Secured Party)

H.D. Smith President

Type or Print Above Signature on Above Line

BOOK 501 PAGE 359

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 18, 1986, as Seller/Lessor/Mortgagee

between Morbark North Carolina, Inc. and A. J. Phelps Land Clearing, Inc. 0825 Washington Boulevard Jessup, MD 20794

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 211,449.24
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18th day of July, 1986
Morbark North Carolina, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By H. D. Smith PRESIDENT

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Morbark North Carolina, Inc.FROM: A. J. Phelps Land Clearing, Inc.

Rt. 1 North Raleigh, N.C. 27661

8826 Washington Boulevard Jessup, MD 20794

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

One (1) Morbark Model 23 Chipper,
S/N 024

(1) TIME SALES PRICE \$ 231,449.24

(2) Less DOWN PAYMENT IN CASH \$ 20,000.00

(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-

(4) CONTRACT PRICE (Time Balance) \$ 211,449.24

The property purchased shall remain personalty and not become part of any
realty and shall be located and kept for use at: 8826 Washington
Boulevard Jessup, Maryland 20794

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred eleven thousand four hundred forty nine and 24/100**
***** Dollars (\$ 211,449.24)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 21st day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 5,873.59 and the final installment being in the amount of \$ 5,873.59

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 18, 19 86Accepted Morbark North Carolina, Inc. (SEAL)
(Print Name of Seller Here)A. J. Phelps Land Clearing, Inc. (SEAL)
(Print Name of Buyer-Maker Here)By: ND Smith PRESIDENTBy: Robert Phelps Pres.
Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	(SEAL) _____	} Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
Mailed to Secured Party _____	By: _____	

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timonium Chrysler-Plymouth, Inc.
Address 10300 York Road, Cockeysville, MD 21030

2. SECURED PARTY

Name Capital Exchange Corp.
Address 340 Interstate North, Suite 140, Atlanta, Ga. 30339
Leasing Service Corporation, 2261 Perimeter Park, Atlanta, Ga. 30341
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"ALL MACHINERY, INVENTORY, EQUIPMENT AND GOODS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING HERewith AS A FINANCING STATEMENT."

1731C-L-03-63113-2 Anne Arundel County, MD.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TIMONIUM CHRYSLER-PLYMOUTH, INC.

[Signature]
(Signature of Debtor)

EDWARD M. SUTHER
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

[Signature]
Type or Print Above Signature on Above Line

CAPITAL EXCHANGE CORPORATION

[Signature]
(Signature of Secured Party)

GREGORY LOCKHART
Type or Print Above Signature on Above Line

G. L.
CLERK

1986 AUG -6 PM 11:50

EQUIPMENT LEASE AGREEMENT

"LESSOR": Capital Exchange Corp.

"LESSEE": Timonium Chrysler-Plymouth, Inc.

340 Interstate North, Suite 140

10300 York Road

Atlanta, Ga. 30339

Cockeysville, MD 21030

(Address of Lessor)

(Address of Lessee)

On the 21st day of January, 19 86, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

One (1) Spraybake 8 ft. Downdraft Paint Booth

TOTAL RENT \$ 57,976.32+taxADVANCE RENT Paid Herewith \$ 3,623.52+taxBALANCE OF RENT \$ 54,352.80+tax

NO PURCHASE OPTION AVAILABLE HEREUNDER

NO RENEWAL OPTION AVAILABLE HEREUNDER

Equipment to be located at: _____

Record Owner of Real Estate: _____

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Credit Alliance Corporation or Leasing Service Corporation (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the

5th day of September, 19 86, and continuing on the same date of each month thereafter until paid; the first 44 installments shall each be in the amount of \$ 1,207.84, plus any applicable sales tax, and the final installment shall be in the amount of \$ 1,207.84, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the terms of Equipment so paid for. The proceeds of any insurance payable as result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage of any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greater, and shall carry public liability insurance, both personal injury and property damage, covering Equipment. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by the expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all cost, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgages of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Capital Exchange Corp. (SEAL)

(Print Name of LESSOR Here)

By: [Signature]

(Signature and Title of Authorized Officer, Partner or Individual)

Attest: [Signature]

Witness: _____

Secretary

Timonium Chrysler-Plymouth, Inc. (SEAL)

(Print Name of LESSEE Here)

By: [Signature]

(Signature and Title of Authorized Officer, Partner or Individual)

Attest: [Signature]

Witness: _____

Secretary

This instrument was prepared by _____

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

care for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership, control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any taking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions); Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full); Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent, or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the taking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor, or (ii) retain Equipment and credit Lessee with the reasonable releasing value of the Equipment, Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessee is not in default hereunder, to purchase Equipment as a whole but not in part, as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease.

_____(L.S.)_____(Guarantor)_____(L.S.)_____(Guarantor)

_____(L.S.)_____(Guarantor)_____(L.S.)_____(Guarantor)

ASSIGNMENT TO BE EXECUTED BY LESSOR

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due or to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name, or in Lessor's name, to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Lessee of any payment at its due date or of any other default by the Lessee without first requiring Assignee to proceed against said Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, is in all respects what it purports to be, is a valid obligation arising out of the lease of the Equipment to the Lessee in the ordinary course of business, contains the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to the Lessee, that title to the Equipment originated with Lessor and not with the Lessee, that prior to the execution of the lease the Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by the Lessee has been made for the Lessee's proper uses and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to the Lessee, that Lessor will not advance, give, or loan to the Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that the Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment, and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: _____ 19 _____

(Witness)

(Print Corporate, Partnership or Trade Name or Individual Signature)

(Signature, Title of Office, "Partner" or "Proprietor")

(SEAL)

Signature
of
Lessor

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth,

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated 1/21/86,
between Capital Exchange Corp., as Seller/Lessor/Mortgagee,
and Timonium Chrysler-Plymouth, Inc., 10300 York Rd., Cockeysville, MD 21030

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 57,976.32
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of July, 19 86.

Capital Exchange Corp. (Seal)

(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Mailed to Secured Party

BOOK 501 PAGE 366

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 439

Page No. 140

Identification No. 238549

Dated June 25, 1981

1. Debtor(s) { Holiday Health of Glen Burnie, Inc.
Name or Names—Print or Type
300 E. Joppa Road Towson, Md. 21204
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland
Name or Names—Print or Type
25 S. Charles Street Baltimore, Md. 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Other debtor address: 7168 North Richie Highway
Glen Burnie, Md. 21061

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer

Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party



1986 AUG -6 AM 11:50

S. AUBREY COLLISON
CLERK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ 35,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Blumenthal, Wayson, Downs, & Offutt, P.A.
 (Name)
80 West Street
 (Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Richard Shenos
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

IBM PCXT 256K, 360KB Serical #'s 6389188
 6388716
 6472585
 6388705
 6389164
 2022205

RECORD FEE 11.00
 RECORD TAX 243.00
 FEE 30
 #17000 LMS 001 710431
 1986 AUG -6 AM 11:50
 E. AUBREY COLLISON
 CLERK



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Harry Blumenthal (Seal)
 ✓ Leonard Moodis (Seal)
 (Signature)
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)

 (Signature)

 (Print or Type Name)

Mailed to Secured Party

11500
 2450.50

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. X To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.
4. X Subject to Recordation Tax on an initial debt in the principal amount of \$100,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

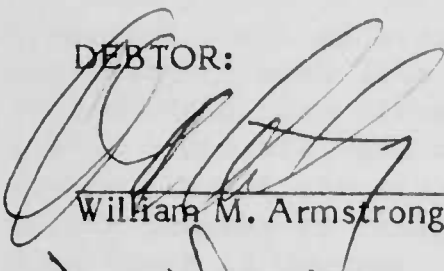
5. Debtor(s) Name(s)	Address(es)
William M. Armstrong Nancy S. Armstrong	8009 E. Old Jessup Road Jessup, Maryland 20794
6. Secured Party	Address
Equitable Bank, N.A.	100 South Charles St. Baltimore, Maryland 21210

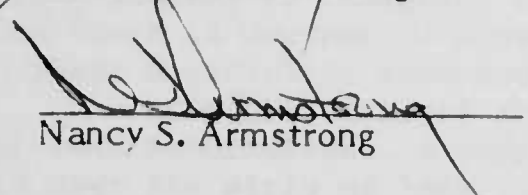
7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

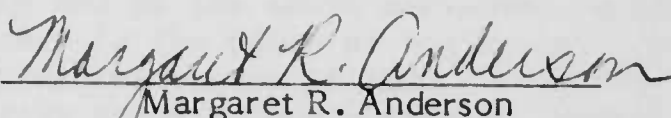

 William M. Armstrong


 Nancy S. Armstrong

SECURED PARTY:

Equitable Bank, N.A.

By:


 Margaret R. Anderson
 Assistant Vice President

Address where Collateral
will be located:

8009 E. Old Jessup Road
Jessup, Maryland 20794

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,
P.O. Box 868, Annapolis, Maryland 21404.

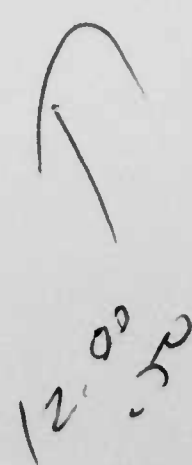
MWO--3

-1-

 FOR RECORD
 ANNE ARUNDEL COUNTY

1986 AUG -7 AM 8:27

 E. AUDREY COLLISON
 CLERK



BEGINNING for the same in the bed of the County Road leading from Waterloo to Annapolis and passing through Jessup in the State of Maryland at the beginning of the fourth line of the tract of land described in the deed from the Tidewater Realty Company to Philander B. Briscoe and wife, February 18, 1936 and recorded among the Land Records of Anne Arundel County in FAM 147, folio 227, which said line by survey made by S. J. Martenent and Company, Surveyors and Civil Engineers, October 29, 1920 was found to be 4 feet 10 inches Southwest of the center line of the above mentioned County Road as there laid out 40 feet wide and running thence binding on said fourth line and in the bed of said County Road South 16 degrees 37 minutes East 94 feet 4½ inches to the end of the third line of the parcel of land described in the deed from Richard D. Biggs, Assignee to Loyola Federal Savings and Loan Association May 25, 1936, recorded among the Land Records in FAM 148, folio 516, thence binding on said line reversely North 73 degrees 23 minutes East 104 feet 10 inches to an iron pipe now driven in the ground at the beginning of said line, thence for line of division still North 73 degrees 23 minutes East 60 feet 1½ inches to an iron pipe now driven in the ground in a line drawn parallel with and distant 70 feet Northeasterly from the center of the railroad siding as now constructed on the parcel of land now being described, thence binding on said line so drawn parallel with the center line of said railroad siding North 15 degrees 36 minutes West 198 feet 9½ inches to intersect the third line of the above mentioned tract of land described in said deed to Philander B. Briscoe and wife and thence binding on said line South 41 degrees 43 minutes West 198 feet 10 inches to the place of beginning. The course in the above description are referred to the magnetic meridan of the survey of 1920.

BEGINNING for the same in the bed of the County Road leading from Waterloo to Annapolis and passing through Jessup in the State of Maryland at a point in the fourth line of the tract of land described in the deed from Tidewater Realty Company to Philander B. Briscoe and wife February 18, 1936 in FAM 147, folio 227 which said fourth line by survey made by S. J. Martenent and Company, Surveyors and Civil Engineers, October 29, 1920 was found to be 4 feet 10 inches Southwest of the center line of the above mentioned County Road as there laid out 40 feet wide, said place of beginning being distant one hundred thirty seven feet 2 ¾ inches Southeasterly from the beginning of said fourth line, said place of beginning also the beginning of the parcel of land described in the deed from Richard D. Biggs, Assignee to Loyola Federal Savings and Loan Association May 25, 1936 in FAM 148, folio 516, and running thence binding on the first line of said last mentioned parcel of land North 73 degrees 23 minutes East 104 feet 10 inches to a pipe now driven in the ground at a point South 73 degrees 23 minutes West 2 feet 3½ inches from a stone heretofore there planted thence binding on the second line of said parcel of land North 16 degrees 37 minutes West 42 feet 10½ inches to a pipe now driven in the ground at the end of said line and at the end of the second line of the parcel of land heretofore, now or hereafter intended to be conveyed by Philander B. Briscoe and wife to Greif Bros. Cooperage Corp., thence binding on third line of the parcel of land described in said deed from Richard D. Biggs, Assignee, to Loyola Federal Savings and Loan Association, a body corporate, and also reversely on the second line of the parcel of land conveyed or intended to be conveyed to Greif Bros. Cooperage Corp. as aforesaid South 73 degrees 23 minutes West 104 feet 10 inches to the beginning of said line and to the beginning of the last line of the parcel of land described in said deed from Richard D. Biggs, Assignee, to Loyola Federal Savings and Loan Association, a body corporate, and thence binding on said last line and also on part of the above mentioned fourth line of the tract of land described in the above mentioned deed from the Tidewater Realty Company to Philander B. Briscoe and wife in the bed of the above mentioned County Road South 16 degrees 37 minutes East 42 feet 10½ inches to the place of beginning. Courses in above description referred to the magnetic meridan of the survey of 1920.

TOGETHER with all the right, title and interest of said Loyola Federal Savings and Loan Association, a body corporate, in and to the right of ingress and egress upon and over the strip of land lying between the Northwest side of the corrugated iron building which formerly stood along the third line of the above described parcel of land but which has since been torn down and the Southeast side of the frame warehouse erected on the lot next adjoining to the Northwest.

Saying and excepting so much of the property that lies in the bed of The Old State/County Road.

BEING the same property described in a Deed dated November 30, 1979, recorded among the Land Records of Anne Arundel County at Liber 3271, folio 335 from ATLAS Materials, Incorporated, Grantor and William M. Armstrong and Nancy S. Armstrong, Grantees.

Mailed to Secured Party

MARYLAND NATIONAL BANK

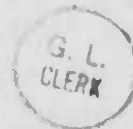
FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of \$ 285,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):

Holiday Point Marinas, Inc.

Address(es):

P.O. Box 595
Edgewater, Maryland 21037

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division

10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 29, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Holiday Point Marinas, Inc.

BY:

Frederick H. Mershon, Jr. (SEAL)
PresidentMichael J. Dancy (SEAL)

Secured Party:

MARYLAND NATIONAL BANK

By:

Charles S. Fitzgerald (SEAL)
Assistant Vice President

Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 AUG -7 AM 11:23

AUSREY COLLISON
CLERK

17-08-52

Legal Description

BOOK 501 PAGE 371

Parcels A & B

Holiday Point Marinas, Inc.

Parcel A

BEGINNING at a point formed by the northeasterly right-of-way line of Beach Drive Boulevard, 35' wide, with the mean high water line of Selby Bay, thence running, (1) N 52° 08' 34" W 232.95' to an iron rod with cap set at the southeast corner of Lot 50 as shown on a plat recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 8, folio 18, thence running, (2) leaving said Beach Drive Boulevard and running along the southeasterly line of said Lot 50, N 37° 51' 26" E 140.00' to an iron rod with cap set on the southwesterly right-of-way line of Montague Drive, thence running, (3) leaving said Lot 50 and running along the said right-of-way of Montague Drive, S 52° 08' 34" E 205.00' to an iron rod with cap set at the southeasterly terminus of Montague Drive, thence running, (4) along the southeasterly end of Montague Drive N 37° 51' 26" E 50.00' to an iron rod with cap set on the northeasterly right-of-way line of Montague Drive, thence running, (5) N 52° 08' 34" W 255.00' to an iron rod with cap set on the southeasterly right-of-way line of Parkway Drive, thence running, (6) the following two courses along said right-of-way line of Parkway Drive, N 37° 51' 26" E 155.00' to an iron rod with cap set, thence running, (7) N 24° 08' 26" E 83.71' to the mean high water line of Selby Bay passing over an iron rod with cap set 68.55' from the beginning of said course, thence running, (8) in a general southeastward direction the following twelve courses along the mean high water line of Selby Bay, S 55° 40' 26" E 25.92', thence running, (9) N 39° 13' 10" E 63.94', thence running, (10) S 28° 51' 33" W 74.08', thence running, (11) S 37° 16' 46" E 40.98', thence running, (12) S 07° 34' 26" W 53.88', thence running, (13) 07° 29' 48" E 56.48', thence running, (14) S 18° 41' 54" W 31.66', thence running, (15) S 14° 55' 05" E 109.69', thence running, (16) S 28° 31' 18" E 156.97', thence running, (17) S 29° 51' 30" W 72.43', thence running, (18) S 86° 41' 46" W 104.11', thence running, (19) S 73° 50' 24" W 27.86' to the point and place of beginning. CONTAINING 1.8 acres, plus or minus.

THE ABOVE DESCRIBED parcel of land is intended to be all of Parcel A as shown on a survey entitled "Survey Parcel A & B Holiday Point Marinas, Inc." as prepared by Andrews, Miller & Assoc., Inc., July 8, 1986.

Holiday Point Marinas, Inc.

Parcel B

July 8, 1986

BEGINNING at an iron pipe found at the southwesterly corner of Lot 30, Block K as shown on a Plat 3, Selby on the Bay and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 7, folio 43, thence running, (1) along the southwesterly line of Lots 30, 31, 32, 33, and 34 in said Block K to the southwest corner of Lot 35, S 44° 48' 04" E 243.11' to an iron rod with cap set, thence running, (2) along the southerly line of Lots 35, 36, and 37 S 66° 46' 24" E 157.58' to an iron rod with cap set, thence running, (3) along the southwesterly line of Lots 38, 39 and 40 S 52° 08' 34" E 128.30' to the southerly corner of Lot 40, thence running, (4) along the southeasterly line of said Lot 40, N 37° 51' 26" E 120.00' to the southwesterly right-of-way line of Beach Drive Boulevard, 30' wide, thence running (5) S 52° 08' 34" E 287.54' to a point on the mean high water line of Selby Bay passing over an iron rod with cap set 20' reversely from the end of said course, thence running, (6) along the meanderings of the mean high water line of Selby Bay in a generally southwestward direction S 73° 50' 24" W 22.65' to a point, thence running, (7) N 30° 00' 30" W 19.98' to the northeast corner of a timber bulkhead, thence running, (8) the following fifteen courses along said timber bulkhead S 53° 56' 36" W 82.90' to a point, thence running, (9) S 56° 07' 08" W 60.94', thence running, (10) N 33° 52' 52" W 25.00', thence running (11) S 53° 33' 45" W 21.20', thence running, (12) S 35° 33' 14" E 25.00', thence running, (13) S 54° 26' 46" W 61.92', thence running, (14) 53° 10' 19" W 81.15', thence running, (15) N 48° 22' 45" W 28.62', thence running, (16) N 10° 16' 09" E 43.00', thence running, (17) S 83° 50' 05" W 38.00', thence running, (18) N 01° 51' 15" E 83.95', thence running, (19) N 81° 32' 56" W 14.12', thence running, (20) N 06° 33' 14" W 33.16', thence running, (21) N 82° 59' 23" W 16.20', thence running, (22) S 63° 51' 12" W 268.85' to the end of the timber bulkhead, thence running, (23) along the mean high water line of Selby Bay the following six courses N 71° 35' 09" W 8.11', thence running, (24) S 21° 35' 06" W 34.66', thence running, (25) S 80° 26' 15" E 26.16', thence running, (26) S 43° 15' 03" W 101.07', thence running, (27) S 16° 00' 06" W 64.17', thence running, (28) S 06° 19' 27" E 40.51' to a point on the northwesterly lines of the lands of Vinton T. Bull as recorded in the Land Records of Anne Arundel County, Maryland, in Liber 2432, folio 422, thence running, (29) S 39° 46' 16" W 426.05' to an iron rod with cap set on the northeasterly line of the lands of Claude L. Dixon, et. al. as recorded in the aforesaid Land Records, in Liber 1665, folio 150

Legal Description
Parcel B
Page 2

BOOK 501 PAGE 373

passing over an iron rod with cap set 16.09' from the beginning of said course, thence running, (30) along the northeasterly line of said Dixon, N 66° 08' 18" W 261.15' to the southeasterly side of a 15' right-of-way as recorded in the aforesaid Land Records in Liber JHH 633, folio 11, thence running, (31) leaving said lands of Dixon and running the following two courses along the southeasterly edge of said right-of-way N 31° 17' E 208.39' to an iron rod with cap set, thence running, (32) N 23° 54' 54" E 114.77' to an iron pipe found, thence running, (33) crossing said 15' right-of-way and running along the northeasterly line of the lands of John P. King as recorded in the aforesaid Land Records in Liber 2372, folio 403 N 49° 49' 12" W 348.17' to an iron pipe found on the southeasterly right-of-way line of Winding Road, thence running, (34) along said right-of-way line of Winding Road N 42° 27' 53" E 402.28' to an iron pipe found on the southwesterly line of the lands of Arthur D. Heath, Jr. as recorded in the aforesaid Land Records in Liber 2638, folio 105, thence running, (35) along the lands of said Heath the following four courses, S 40° 04' 44" E 151.69' to an iron pipe found, thence running, (36) N 16° 34' 21" E 214.91' to an iron pipe found, thence running, (37) S 70° 01' 11" E 141.35' to an iron pipe found, thence running, (38) N 14° 40' 53" E 92.97' to the point and place of beginning. CONTAINING 12.4 acres plus or minus.

THE ABOVE DESCRIBED parcel of land is intended to be all of Parcel B as shown on a survey entitled "Survey Parcels A & B Holiday Point Marina, Inc." as prepared by Andrews, Miller & Assoc., Inc., July 8, 1986.

TOGETHER with a right-of-way to Old Mayo Road as recorded in the Land Records of Anne Arundel County, Maryland, in Liber JHH 633, folio 11.

SUBJECT TO two right-of-ways recorded in the aforesaid Land Records in Liber JHH 633, folio 11 and Liber GW 90, folio 112.

CRWjr/pjv

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Mailed to Secured Party

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CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 435

Page No. 488

Identification No. 237185

Dated 3/26/81

1. Debtor(s) { John J. Dawson, Jr. and Joyce V. Dawson
Name or Names—Print or Type
514 Marion Rd., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: JUL. 21 1986

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

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CLERK

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CLERK

1986 AUG -7 AM 11:26

COLLISION

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CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 441Page No. 313Identification No. 239448Dated 8/28/81

1. Debtor(s)

Arturo S. Saclolo, Sr. and Mary H. Saclolo
 Name or Names—Print or Type
 7889 Huguenot Ct., Severn, MD 21144
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:☒
 (Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 13.00
 FILING FEE .50
 8/28/81 0345 PM 110:14
 AS 7 86

D. E. CLECK

1986 AUG -7 AM 11:26

E. AUBREY COLLISON
CLECKCR
CLECKDated: JUL. 21 1986Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

Mailed to Secured Party

Mailed to Secured Party

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CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 455Page No. 295Identification No. 244771Dated 10/26/82

1. Debtor(s) { Charles R. Linderborn, Sr. and Normalee Linderborn
Name or Names—Print or Type
7619 Paradise Beach Ave., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

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Dated: JUL. 21 1986

Sears, Roebuck and Company
Name of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

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CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 434 Page No. 335
Identification No. 236732 Dated 2/20/81

1. Debtor(s) { Joseph P. and Marie A. McCartan
Name or Names—Print or Type
493 Greenwood St., Odenton, MD 21113
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 13.00
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TOTAL DUE \$13.50
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E. AUDLEY COLLISON
CLERK

Dated: JUL 21 1986

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

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CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 436Page No. 244Identification No. 237413Dated 4/13/81

1. Debtor(s) { Edward M. Druen, Jr., and Garnetta R. Druen
 Name or Names—Print or Type
427 Ayrilawn Dr., Millersville, MD 21108
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

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Mailed to Secured Party

RECEIVED JUL 21 1986

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Dated: JUL. 21 1986Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

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☒ TO BE☐ NOT TO BE**CROSS INDEXED**
IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$**FINANCING STATEMENT**

Name or Names—Print or Type

522 WIMMER RD. GLEN BURNIE, MD. 21061.

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

Name or Names—Print or Type

6650 N. RITCHIE HWY. GLEN BURNIE, MD. 21061.

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kitchen Cabinets, custom counter top. Self Installed.
of sink / faucet.

4. If above described personal property is to be affixed to real property, describe real property.

Residential Dwelling at: 522 Wimmer Rd
Glen Burnie, Md. 21061.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

x John A. Jones
(Signature of Debtor)JOHN A. JONES
Type or Print

(Signature of Debtor)

Type or Print

Sears, Roebuck and Company

(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)TO THE FILING OFFICER: After this statement has been recorded please mail the same to: 21207
6901 Security Blvd., Baltimore, Maryland**MAIL TO:**

Name and Address

D. E.
CLERK

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AUBREY COLLISON
CLERK

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RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$

FINANCING STATEMENT

1. Debtor(s):

LARRY C. VELTEN
 Name or Names—Print or Type

5 SUNSET CIR. PASADENA AAc MD 21122
 Address—Street No., City - County State Zip Code

KATHLEEN M. VELTEN
 Name or Names—Print or Type

5 SUNSET CIR PASADENA AAc MD 21122
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & Co
 Name or Names—Print or Type

6650 N. RITCHIE HY. GLEN BURNIE AAc MD 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

REPLACEMENT VINYL WINDOWS

RECORD FEE 15.00

POSTAGE .50

ALP 134 135 101 710 117
 AUG 7 1966

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING

5. If collateral is crops, describe real estate.
 5 SUNSET CIR PASADENA MD 21122

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Larry C. Velten
 (Signature of Debtor)

LARRY C. VELTEN
 Type or Print

Kathleen M. Velten
 (Signature of Debtor)

KATHLEEN M. VELTEN
 Type or Print

SEARS ROEBUCK & Co
 (Company, if applicable)

J. D. Althouse
 (Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207
 Name and Address

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 LAND RECORDS } } AMOUNT OF
 \$ _____

FINANCING STATEMENT

John K. Swann
 Name or Names—Print or Type
419 Shipley Rd. Linthicum, Md. 21091
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Phyllis V. Swann
 Name or Names—Print or Type
419 Shipley Rd. Linthicum, Md. 21091
 Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co.
 Name or Names—Print or Type
6650 Ritchie Hwy Glen Burnie, Md. 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Aluminum trim

RECORD FEE 15.00
 FEE 50
 11187 1345 R01 110:17
 116 7 86

4. If above described personal property is to be affixed to real property, describe real property.

419 Shipley Rd.
Linthicum, Md. 21091

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

John K. Swann
 (Signature of Debtor)

JOHN K. SWANN
 Type or Print

Sears Roebuck & Co.
 (Company, if applicable)

Phyllis V. Swann
 (Signature of Debtor)

PHYLLIS V. SWANN
 Type or Print

[Signature]
 (Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to Secured Party

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☐ SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$
☒ NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

JAMES F. CONNELL
Name or Names—Print or Type

5509 MOORE ST BALTIMORE, AA, MD 21225
Address—Street No., City - County, State Zip Code

EDITH S. CONNELL
Name or Names—Print or Type

5509 MOORE ST BALTIMORE AA, MD 21225
Address—Street No., City - County, State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type

6650 RITCHIE HWY GLEN BURNIE, AA, MD 21061
Address—Street No., City - County, State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED: 5 GLASS BLOCK WINDOWS, 12 DOUBLE HUNG REPLACEMENT WINDOWS, TWO STEEL ENTRY DOOR, 25 YEAR PRO-RATED ROOF

4. If above described personal property is to be affixed to real property, describe real property.

SINGLE FAMILY DWELLING 5509 MOORE ST
BALTIMORE, AA, MD 21225

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

James F. Connell
(Signature of Debtor)

JAMES F. CONNELL
Type or Print

Edith S. Connell
(Signature of Debtor)

EDITH S. CONNELL
Type or Print

SECURED PARTY:

SEARS ROEBUCK & CO
(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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AA Co.
2

Financing Statement

BOOK 501 PAGE 387

To: <input type="checkbox"/> State Corporation Commission <input type="checkbox"/> Clerk of the _____ Court, CROSS INDEX <input checked="" type="checkbox"/> in Land Records - _____ to Public Records		File No. <div style="text-align: right; font-size: 1.2em;">263162</div> Subject to Recordation Tax: Yes _____ No <u>X</u>						
Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached. <div style="text-align: center;">SEARS, ROEBUCK AND CO.</div>								
Name of Debtor Margaret Shaffer Thomas Shaffer	Complete Address of Debtor 12 Carole Court Severna Park md							
Secured Party SEARS, ROEBUCK AND CO. Unit address								
This Financing Statement covers the following property: Full description of merchandise and services: Customer is buying Vinyl - 3402-526 12x5 Customer is buying Carpet 7622-623 Super 70 Dusty Op, 7252-583 12x13 1/2 Spring magic/cinnamon, 7612-778 12x18 1/2 Super 57 Royal Smoke. Customer will pick up merchandise at store 2024.								
<table style="width: 100%;"> <tr> <td style="width: 60%;">Total Cash price</td> <td style="width: 40%;">\$ 2637.51</td> </tr> <tr> <td>Finance Charges if any</td> <td>\$ _____</td> </tr> <tr> <td>Total Secured Amount</td> <td>\$ 2637.51</td> </tr> </table>			Total Cash price	\$ 2637.51	Finance Charges if any	\$ _____	Total Secured Amount	\$ 2637.51
Total Cash price	\$ 2637.51							
Finance Charges if any	\$ _____							
Total Secured Amount	\$ 2637.51							
Proceeds and products of the above collateral and any returned or repossessed goods are also covered.								
(If collateral is goods which are or are to become fixtures) <input checked="" type="checkbox"/> The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record): Name <u>Margaret Shaffer</u> Name <u>Thomas Shaffer</u> BIK.# _____ LOT# _____ Address <u>12 Carole Court Severna Park md</u>								
(If collateral is crops) <input type="checkbox"/> The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):								
MAIL TO: 8901 Security Blvd., Baltimore, Maryland 21207								
Signature of Debtor 1. Signature <u>Margaret K. Shaffer</u> print above name <u>Margaret Shaffer</u> 2. Signature <u>T. Shaffer</u> print above name <u>THOMAS SHAFER</u>	Signature of Secured Party SEARS, ROEBUCK AND CO. Mailed to Secured Party By <u>[Signature]</u> Title <u>J. D. Althouse - Credit Central Oper. Mgr.</u>							

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

1350 1600 11:26 AM 1986 AUG -7

263163

☒ TO BE**CROSS INDEXED**☐ NOT TO BEIN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$

FINANCING STATEMENT

Roy R. Rolig
Name or Names—Print or Type
431 Greenwood Rd Linthicum 21090
Address—Street No., City - County State Zip Code

1. Debtor(s):

Mary L. Rolig
Name or Names—Print or Type
431 Greenwood Rd Linthicum
Address—Street No., City - County State Zip Code

2. Secured Party:

Seam's Tee Reebuck & Co.
Name or Names—Print or Type
6650 Ritchie Hwy Glen Burnie, Md 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Blown in insulation

4. If above described personal property is to be affixed to real property, describe real property.

431 Greenwood Rd 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Roy R. Rolig
(Signature of Debtor)
Roy R. Rolig
Type or Print
Mary L. Rolig
(Signature of Debtor)
MARY L. Rolig
Type or Print

Seam's Tee Reebuck & Co.
(Company, if applicable)
J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

1986 AUG -7 AM 11:26

E. ALTHOUSE-CREDIT CENTRAL

1350.

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AA Co.
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IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$

FINANCING STATEMENT

RICHARD E. SEIFERT

Name or Names—Print or Type

804 222ND ST PASADENA AA, MD 21122

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

LINDA C. SEIFERT

Name or Names—Print or Type

804 222ND ST PASADENA AA, MD 21122

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

SEARS, ROEBUCK & CO

Name or Names—Print or Type

6650 RITCHIE HWY GLENBORNE AA, MD 21061

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

INSTALLED CENTRAL AIR CONDITIONING
AND HUMIDIFIER

RECORD FEE 15.00

NOTARIAL FEE .50

TOTAL FEE \$15.50

AUG 7 86

4. If above described personal property is to be affixed to real property, describe real property.

SINGLE FAMILY DWELLING
804 222nd St. Pasadena MD 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Richard E. Seifert

(Signature of Debtor)

RICHARD E SEIFERT

Type or Print

Linda C Seifert

(Signature of Debtor)

LINDA C. SEIFERT

Type or Print

SEARS, ROEBUCK & CO

(Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.

(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to Secured Party

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AA Co.
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263165

<input type="checkbox"/> TO BE	} CROSS INDEX	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
<input type="checkbox"/> NOT TO BE		<input type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Robt. C. McCracken
Name or Names—Print or Type

206 Turnipin Rd. Glen Burnie Md 21061
Address—Street No., City - County State Zip Code

L. M. McCracken
Name or Names—Print or Type

206 Turnipin Rd. Glen Burnie Md 21061
Address—Street No., City - County State Zip Code

2. Secured Party:

Seagrass Raebuck & Co.
Name or Names—Print or Type

6650 Ritchie Hwy - Glen Burnie Md 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

FURNACE, CAC, humidifier.

4. If above described personal property is to be affixed to real property, describe real property.

206 Turnipin Rd
Glen Burnie, Md

5. If collateral is crops, describe real estate.

RECORDING FEE 15.00
15.00
AUG 7 1986
11:04:21

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

Robert C. McCracken
(Signature of Debtor)

Type or Print

Lois M. McCracken
(Signature of Debtor)

Type or Print

SECURED PARTY:

Seagrass Raebuck & Co.
(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

1986 AUG -7 AM 11:26
J. D. ALTHOUSE COLLISION
CLERK

MAIL TO:

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21237

Mailed to Secured Party

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AA Co.
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BOOK

501 391

263106

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IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

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FINANCING STATEMENT

CHARLES G. SILLAMAN

Name or Names—Print or Type

1028 MILLERS CIR CROWNSVILLE AACo MD 21032

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

CATHERINE J. SILLAMAN

Name or Names—Print or Type

1028 MILLERS CIR CROWNSVILLE AACo MD 21032

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

SEARS ROEBUCK & Co.

Name or Names—Print or Type

6650 N. RITCHIE HY. GLEN BURNIE AACo MD 21061

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

KITCHEN CABINETS
RANGE
COUNTERTOP
REFRIGERATORRECORD FEE 15.00
POSTAGE .50
TOTAL \$15.50
AUG 7 86

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING
1028 MILLERS CIR. CROWNSVILLE, AACo. MD.
21032

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Charles G. Sillaman

(Signature of Debtor)

CHARLES G. SILLAMAN

Type or Print

Catherine J. Sillaman

(Signature of Debtor)

CATHERINE J. SILLAMAN

Type or Print

SEARS ROEBUCK & Co.

(Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.

(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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AACo. 1550
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BOOK 501 PAGE 392

263167

☒ TO BE
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CROSS INDEXED
IN
LAND RECORDS

☐ SUBJECT TO
☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

FINANCING STATEMENT

1. Debtor(s):

GARY L. HANNEBOHN
Name or Names—Print or Type
2312 MAYTIME DR. GAMBRIEL ACO MD 21054
Address—Street No., City - County State Zip Code
MITZI L. HANNEBOHN
Name or Names—Print or Type
2312 MAYTIME DR. GAMBRIEL ACO MD 21054
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO.
Name or Names—Print or Type
6650 N. RICHIE HY GLOU BURNIE ACO MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
KITCHEN CABINETS
COUNTER TOP
DISHWASHER
RECORDING FEE 15.00
FILING FEE 50
TOTAL FEE 65
AUG 7 1986

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING
2312 Maytime Dr. Gambriel ACO MD 21054
5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.
7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

GARY L. HANNEBOHN
(Signature of Debtor)
GARY L. HANNEBOHN
Type or Print
MITZI L. HANNEBOHN
(Signature of Debtor)
MITZI L. HANNEBOHN
Type or Print
SEARS ROEBUCK & CO.
(Company, if applicable)
(Signature of Secured Party)
J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

1750
AACo. 600
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☒ TO BE ☐ NOT TO BE } CROSS INDEXED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. Debtor(s):
- LOY W. CASSELL
Name or Names—Print or Type
507 DARLENE AVE. LINTHICUM AA Co MD 21090
Address—Street No., City - County State Zip Code
- GERALDINE C. CASSELL
Name or Names—Print or Type
507 DARLENE AVE. LINTHICUM AA Co MD 21090
Address—Street No., City - County State Zip Code
2. Secured Party:
- SEARS ROEBUCK & Co.
Name or Names—Print or Type
6650 N. RICHIE HY. GLEN BURNIE AA Co. MD 21061
Address—Street No., City - County State Zip Code
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
- KITCHEN CABINETS
COUNTER TOP
GAS RANGE
DISHWASHER
4. If above described personal property is to be affixed to real property, describe real property.
- RESIDENTIAL DWELLING
507 DARLENE AVE. LINTHICUM, MD. AA Co.
21090
5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.
7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Loy W. Cassell
(Signature of Debtor)
LOY W. CASSELL
Type or Print

Geraldine C. Cassell
(Signature of Debtor)
GERALDINE C. CASSELL
Type or Print

SEARS ROEBUCK & Co.
(Company, if applicable)
J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 2

1550

AA Co. 1530
2

☐ NOT TO BE

**IN
LAND RECORDS**

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RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Name or Names—Print or Type

Address—Street No.,	City - County	State	Zip Code
---------------------	---------------	-------	----------

1. Debtor(s) :

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Kitchen Cabinets, Custom Countertops

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). *Installed Kitchen Cabinets, Custom countertop and related kitchen appliances as per Estimate and Proposal*

4. If above described personal property is to be affixed to real property, describe real property.

Residential Dwelling at:- 414 ROOFS AVE
BLAN BURNIE, MD. 21061

15.00
3.35[illegible]

5. If collateral is crops, describe real estate.

457 66

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR (S):

SECURED PARTY:

(Signature of Debtor)

Type or Print,

(Signature of Debtor)

Type or Print

Sears, Roebuck and Company

(Company, if applicable)

(Signature of Secured Party)
J. D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include title if Company)

MAIL TO:

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

10: 6901 Security Blvd., Baltimore, Maryland 21207
Name and Address

Mailed to Secured Party

RECEIVED FOR RECORD
COUNTY CLERK'S OFFICE

1986 AUG -7 AM 11:26

E. AUBREY COLLISON
CLERK

D. E.
CLERK

1650. 1550
AA Co.
2

BOOK 501 PAGE 395

Financing Statement

263170

To: <input type="checkbox"/> State Corporation Commission <input type="checkbox"/> Clerk of the _____ Court, CROSS INDEX <input checked="" type="checkbox"/> In Land Records - _____ to Public Records Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached. SEARS, ROEBUCK AND CO.		File No. Subject to Recordation Tax: Yes _____ No <u>X</u>
Name of Debtor <u>STEPHEN JONES</u> <u>CAROL JONES</u>	Complete Address of Debtor <u>SEARS PARK</u> <u>757 STANCHIONA RD. BALTIMORE, MD 21012</u>	
Secured Party Unit address	SEARS, ROEBUCK AND CO. <u>30 PAROLE PLAZA, ANNAPOLIS, MD 21401</u>	
This Financing Statement covers the following property: Full description of merchandise and services: <u>REPLACEMENT WINDOWS</u> <u>INSTALLATION</u>		
Total Cash price \$ <u>2649.93</u>		RECORD FEE 15.00
Finance Charges \$ _____		ADVICE .50
if any		ATTN: CREDIT MGR 710-21
Total Secured Amount \$ <u>2649.93</u>		MS 7 86
Proceeds and products of the above collateral and any returned or repossessed goods are also covered.		
(If collateral is goods which are or are to become fixtures) <input checked="" type="checkbox"/> The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record): Name <u>STEPHEN JONES</u> Name <u>CAROL JONES</u> BIK.# <u>00016</u> LOT# <u>00007</u> Address <u>757 STANCHIONA RD. SEWING PARK, BALTIMORE, MD 21012</u>		
(If collateral is crops) <input type="checkbox"/> The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):		
MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207		
Signature of Debtor 1. Signature <u>Stephen Jones</u> print above name <u>STEPHEN JONES</u> 2. Signature <u>Carol Jones</u> print above name <u>CAROL JONES</u>		Signature of Secured Party SEARS, ROEBUCK AND CO. By <u>[Signature]</u> Title <u>J. D. Althouse-Credit Central Oper. Mgr.</u> <u>Credit Sales Manager</u>

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

FINANCING STATEMENT

203171

1. Name of Debtor: RIVA LIMITED PARTNERSHIP
2661 Riva Road, Suite 420
Annapolis, Maryland 21401
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 31, 1986 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$1,750,000 has been paid to the Clerk of the Circuit Court of Baltimore County, Maryland upon recording of the Deed of Trust.

G.L.

1986 AUG -7 AM 11:27

E. AUDREY COLLISON
CLERK14
JG

14.00

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1986 AUG 7 11:29

AUG 7 86

Debtor:

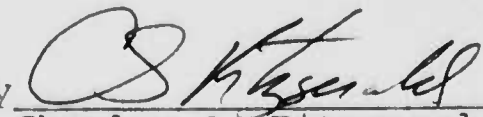
RIVA LIMITED PARTNERSHIP

By: Annapolis Development Corp.,
General Partner

By:  (SEAL)
Gary G. Pyles
President

Secured Party:

MARYLAND NATIONAL BANK

By: 
Charles S. Fitzgerald

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BOOK 501 PAGE 398

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Baltimore, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 2, on the Plat entitled, "FIRST AMENDED PLAT, JANUARY 28, 1986, RESUBDIVISION OF ROBERT M. PIERPONT PROPERTY, RECORDED IN PLAT BOOK 46 PAGE 54, LOT 1, LOT 2 AND LOT 3", which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book 54, page 43. Containing 2.0001 acres.

BEING the same property which by Deed dated March 19, 1986, and recorded among the Land Records of Baltimore County, Maryland, in Liber 7121, folio 738, was conveyed by Robert M. Pierpont, individually and as Trustee under the Will of Elva O. Pierpont, unto Riva Limited Partnership, a Maryland limited partnership.

TOGETHER WITH a ten (10) foot drainage easement as described in a Deed of Easement and Agreement between Liberty West Apartments Limited Partnership and Riva Limited Partnership, dated January 20, 1986, and recorded among the Land Records of Baltimore County, Maryland, in Liber 7121, folio 740.

Mailed to Secured Party

203172

BOOK 501 PAGE 399

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Omega Yacht Sales & Charters 410 Severn Avenue #306 Annapolis, MD 21403-2518	2. Secured Party(ies) and address(es) General Service Leasing, Inc. P. O. Box 911 Beltsville, MD 20705	For Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

4. This financing statement covers the following types (or items) of property:

One Konica/Royal 1803ZMR Copier Serial # 9831581

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: No full or partial recordation taxes

Omega Yacht Sales & Charters	General Service Leasing, Inc.
By: <u>Jack J. Roden</u> Signature(s) of Debtor(s) Jack J. Roden, President (1) Filing Officer Copy - Alphabetical	By: <u>A. P. Gamble</u> Signature(s) of Secured Party(ies) A. P. Gamble, President

STANDARD FORM - FORM UCC-1.

RECORD FEE 11.00
11/9/85 1345 PM 110134
MIL 7 86

Mailed to Secured Party



1986 AUG-7 AM 11:27

203173

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax☐ Subject to Recordation Tax, Principal Amount is \$☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Video Showplace, Inc.
 (Name)
 4151 Lake Shore Plaza
 (Address)
 Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn Susan E. Haley
 (Name of Loan Officer)
 P.O. Box 1596
 (Address)
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

RECORD FE 12.00
 POSTAGE .50
 817207 DTI R01 T10136
 AUG 7 86

(1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Miles L. Anthony (Seal)
 Miles L. Anthony, President (Seal)
 (Signature)
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

Kenneth M. Lyons (Seal)
 Kenneth M. Lyons, Vice President (Seal)
 (Signature)
 (Print or Type Name)

Mailed to Secured Party

1250.

203255

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Toskov, Anthony G., Jr.Address 7022 Cresthaven Drive Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.Address 8300 Ardwick-Ardmore Road Landover, Maryland 20785

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Anthony G. Toskov, Jr.

(Signature of Debtor)

Anthony G. Toskov, Jr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

(Signature of Secured Party)

Robert L. Stevens V.P

Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 25, 1986

between Jacobs Ford Truck Sales, Inc.

, as Seller/Lessor/Mortgagee

and Anthony G. Toskov, Jr. 7022 Cresthaven Drive Glen Burnie, Maryland 21061

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 99,459.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of July, 1986

Jacobs Ford Truck Sales, Inc.

(SEAL)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Jacobs Ford Truck Sales, Inc. ("Seller") FROM: Anthony G. Toskov, Jr. ("Buyer")
8300 Ardwick-Ardmore Road Landover, MD 20785 7022 Cresthaven Drive Glen Burnie, MD 21061
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1986 Peterbilt Model 359 Tandem Conventional Tractor W/sleeper box, S/N # 1XP9DB9X7GN205673

(1) TIME SALES PRICE \$ 109,459.00
(2) Less DOWN PAYMENT IN CASH \$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 99,459.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7022 Cresthaven Drive Glen Burnie, Maryland 21061

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety nine thousand four hundred fifty nine and 00/100***** Dollars (\$ 99,459.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,657.65 and the final installment being in the amount of \$ 1,657.65

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 25, 19 86

Accepted Jacobs Ford Truck Sales, Inc. (SEAL)
(Print Name of Seller Here)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

Anthony G. Toskov, Jr. (SEAL)
(Print Name of Buyer-Maker Here)

By: Anthony G. Toskov Jr
Co-Buyer-Maker: _____ (SEAL)

By: _____
(Print Name of Co-Buyer-Maker Here)

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agree that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Mailed to Secured Party

Date: _____, 19 _____	_____ (SEAL)	Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
_____ (Witness)	By: _____	
	(Signature: Title of Officer, "Partner" or "Proprietor")	

STATE OF MARYLAND
ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 105
Identifying File No. 263174

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Pipeline, Inc.
Address 4828 Polling House Rd. Harwood, MD 20776

2. SECURED PARTY

Name Furnival Machinery Company
Address 7135 Standard Drive Hanover, MD 21076

RECORD FEE 11.00
STAMP .50
117223 C345 RM 110153
AUG 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Komatsu Model D31P Swamp Dozer SN/ 34385
complete with all present and future attachments, accessories,
repairs, replacement parts and the proceeds thereof.

ASSIGNED TO: Associates Commercial Corp.
P.O. Box K224
Richmond, VA 23288

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Annapolis Pipeline, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival Machinery Company

J P Wreath SECY TREWS
(Signature of Secured Party)

J P WREATH
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/7/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wizard Video of Edgewater, Inc.Address 153 Mayo Rd. Edgewater, MD. 21037

2. SECURED PARTY

Name Calvert Bank & Trust Co.Address P.O. Box 590 Prince Frederick, MD. 20678

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 7, 1991

4. This financing statement covers the following types (or items) of property: (list)

All inventory including movie tapes, accounts receivable, and equipment now owned or hereafter acquired & proceeds thereof.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Wizard Video, Inc.

Paul J. Deans, President
(Signature of Debtor)

Paul J. Deans

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Harry B. Zinn

Type or Print Above Name on Above Line

Mailed to Secured Party

1150

BOOK 501 PAGE 407

263176

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDSThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

LEASING SYSTEMS, INC.,

1413 K Street, N.W., Suite 1200, Washington, D.C. 20006
173 Jennifer Road, Annapolis, Md. 21401Name of Secured Party or assignee
SOVRAN BANK/DC NATIONAL1. This financing statement covers the following types (or items) of property: (Lists or descrip-
tions may be on separate sheets firmly attached hereto.) (Describe)All of Debtor's right, title, and interest to the equipment and all accessories or
attachments thereto or substitutions thereof whether now existing or hereafter
acquired and wherever located, covered by the equipment lease between Debtor and
Annapolis Mall Motel Limited Partnership DBA/Ramada Inn dated 5/16/86 lease #15544
and to said equipment lease and all contract rights, accounts receivable and proceeds
arising therefrom; said equipment including but not limited to

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Fur-
nish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are
fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish
general description of real estate and name of record owner.) If blocks system is main-
tained, state house number and street, if there be any, or block reference.

4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,
as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)
LEASING SYSTEMS, INC.Secured Party
DISTRICT OF COLUMBIA NATIONAL
BANK, WASHINGTON
SOVRAN BANK/DC NATIONAL (Seal)

BY:

Lee E. Nathanson, President

(Type or print name under signature)

BY: (Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)SOVRAN BANK/DC NATIONAL
1801 "K" Street, N.W.
Washington, D.C. 20006
Attn: Loan Services Dept.

RETURN TO:

Mail to

1150



1986 AUG -1 AM 9:07

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is *Not* Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

Contemporary Sewing Accessories, Inc. t/a Uniquely You, Michael

1. DEBTOR: C. Wilkins and Marcia P. Wilkins

(Name or Names—Last Name First)

8230R Telegraph Road, Odenton, MD 21113

(Address)

2. SECURED PARTY:

Mail to

THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

- a. All furniture and equipment
- b. All inventory including future additions to inventory
- c. Accounts including but not limited to accounts receivable
- d. Choses in action
- e. Instruments
- f. Documents
- g. Contract rights to include, but not limited to, a security interest in all of its rights, title, interest to two (2) contracts with J. C. Penny Company, Inc. as follows:
 - * Contract No. 276098 dated June 21, 1984
 - * Contract No. 396095 dated October 24, 1984
- h. All its right title and interest in any patents or licenses to manufacture patented items.

The security interest shall include all after acquired property, additions, trade-ins, accessions, replacements and shall include all proceeds and products thereof. It shall also include those fixtures which can be removed without permanent damage to the premises. The location of all goods covered shall be at the business address of the company [8230R Telegraph Road, Odenton, MD 21113] or any other accessory plant, building, warehouse or location they may own or lease.

- 4. Proceeds of collateral are covered hereunder: YES ☒ NO ☐
- 5. Products of collateral are covered hereunder: YES ☒ NO ☐
- 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$279,364.25

8. Filed with: Clerk of the Circuit Court for Anne Arundel County, Maryland

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 8 day of August, 1986

DEBTOR:

SECURED PARTY:

Contemporary Sewing Accessories, Inc.
t/a Uniquely You

THE BANK OF GLEN BURNIE

By:

Michael C. Wilkins, Pres (Title)

By:

Earl G. Walter (Title)
Executive Vice President

Marcia P. Wilkins

FOR FILING OFFICER USE

File No. _____

Date and Hour of Filing _____

Record Reference _____

By: *[Signature]*14
5

NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO RECORDING TAX
ON PRINCIPAL AMOUNT OF
\$57,000.00

FINANCING STATEMENT

1. NAME AND ADDRESS OF DEBTORS:

Richard L. Bowen and Dorothy T. Bowen
4730 Mountain Road
Pasadena, Anne Arundel County, MD 21122

2. NAME AND ADDRESS OF SECURED PARTY:

Jody A. Phillips
8283 Choptank Road
Pasadena, Anne Arundel County, MD 21122

3. This Financing Statement covers the following types of property:

See Schedule A

DEBTOR:

Richard L. Bowen (SEAL)
RICHARD L. BOWEN

Dorothy T. Bowen (SEAL)
DOROTHY T. BOWEN

SECURED PARTY:

Jody A. Phillips (SEAL)
JODY A. PHILLIPS

RECORD FEE 13.00
POSTAGE 50
11/23/86 0345-R01 11:05
AUG 7 86

1986 AUG -7 AM 11:27

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SCHEDULE A

<u>ITEM</u>	<u>QUANTITY</u>
Body Bronze Tanning Beds	2
Refrigerator	1
Chairs	3
Clock	1
Pictures	2
Video cassettes	2,225
Video cassette cases	2,225
Telephones	3
Outside Electrical Sign	1
Cash Register	1
Picture Ad	1
Stand	1
Stool	1
Stepstool	1
Desk	1
Vacuum Cleaner	1
Miscellaneous Office Supplies	
Various Shelves and Counters	

Richard L Bernal
Dorothy J Bower
Jody A. Phillips

Mailed to Secured Party

ANNE ARUNDEL
MD
263179

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here \$ noneIf this statement is to be recorded
in land records check here. ☐This financing statement Dated July 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FERGUSON TRENCHING CO., INC.Address 123 Revell Highway, Annapolis, MD. 21401

2. SECURED PARTY

Name INGERSOLL RAND EQUIPMENT SALESAssignee to Address 5681 Main St., Elkridge, Md. 21227Secured Party: INGERSOLL RAND FINANCIAL CORP. 651 Park Ave., King of Prussia, PA. 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Ingersoll Rand P160WJD Air Compressor, SN 153051
and all attachments and accessories thereto together with accounts,
contract rights and chattel paper arising out of the sale, lease or
other disposition by the debtor of the foregoing described property.
Notwithstanding the above, nothing herein shall be construed to authorize
the debtor to dispose of the above described collateral.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

FERGUSON TRENCHING CO., INC.

(Signature of Debtor) (Title)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

INGERSOLL RAND EQUIPMENT SALES

(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Name on Above Line

1986 AUG -7 PM 11:27

E. AUERLY COLLISON

CLERK

1150

SPATO.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 485 Page No. 441
Identification No. 256821 Dated 5-24-85

1. Debtor(s) { Genderson Chevrolet Inc.
Name or Names—Print or Type
138 Revell Highway Annapolis, Md. 21401
Address—Street No., City - County State Zip Code

2. Secured Party { Gibraltar Savings & Loan Assoc.
Name or Names—Print or Type
107 Ridgely Ave. Annapolis, Md. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

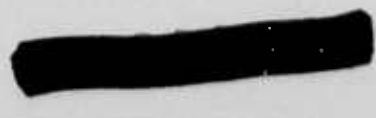
<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>



1986 AUG -7 AM 11:27
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Dated: May 30, 1986 Gibraltar Savings & Loan Assoc.
Name of Secured Party
Charlotte L. Stachurski
Signature of Secured Party
SR. VICE PRESIDENT
Type or Print (Include Title if Company)



10



(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Michael E. Ballard T/A Ritchie Import Specialists
(Name or Names)
98 Georgia Avenue Glen Burnie, Maryland 21061
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Palmer National Bank
of LESSOR
1668 "K" St. N.W. Washington, D.C. 20006
(Address)

4. This financing Statement covers the following types (or items) of property:
1 - Ammco, Model 4000, Brake Lathe; S/N 71393 w/ Bench & 11/16" Arbor Set
1 - Jenny, Model 200C, Steam Cleaner HIGH Pressure Washer; S/N 98-21034

Mailed to Secured Party

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE	LESSOR
<u>Michael E. Ballard T/A Ritchie Import Specialists</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u><i>Michael E. Ballard</i></u> Owner	By: <u><i>Brian G. Connolly</i></u> Manager
<u>Michael E. Ballard</u> (Title)	<u>Brian G. Connolly</u> (Title)
(Type or print name of person signing)	(Type or print name of person signing)
By: _____	Return to: <u>Palmer National Bank</u>
(Title)	<u>1667 "K" Street, N.W.</u>
(Type or print name of person signing)	<u>Washington, D.C. 20006</u>
	Mail to <u>Attn: Carl Dodson</u>

1986 AUG -7 AM 11:27
AUDREY COLLIGON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
BOOK 501 PAGE 914
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hollerbach Equipment Co., Inc.

Address 8414 Washington Blvd. Jessup, MD 20794

2. SECURED PARTY

Name Hollerbach & Andrews Equipment Co., Inc.

Address 8414 Washington Blvd., Jessup, MD 20794

Chrysler Capital Corporation, 88 Ryders Lane, Stratford, CT 06497

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Schwing trailer mounted concrete pump
Model #BPA750RLD-14FS S/N 71004115

RECORD FEE 11.00
POSTAGE .50
#19234 0345 ROL 711:08
AUG 7 86

Assignee of Secured Party: Chrysler Capital Corporation
88 Ryders Lane
Stratford, CT 06497

LEASE - NOT SUBJECT TO TAX

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

HOLLERBACH EQUIPMENT CO., INC.

T. R. Hollerbach PRES.
(Signature of Debtor)

T. R. Hollerbach

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

HOLLERBACH & ANDREWS EQUIPMENT CO., INC.

T. R. Hollerbach PRES.
(Signature of Secured Party)

T. R. Hollerbach

Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated July 7, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George C. Council Contracting Corp.
Address P.O. Box 369, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name John C. Louis Company, Inc.
Address 1805 Cherry Hill Road, Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Case Backhoe, Model 580C, Serial Number 8599209, equipped with one 24" Bucket

Mailed to Secured Party

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

James C. Council
(Signature of Debtor)

James Council

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

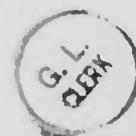
Wilmer S. Davison
(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

Copy 2 - Filing Officer Copy (County)

1150.



1986 AUG -7 AM 11:28

F. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/31/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name East Coast Security Corporation
Address 440 Old Mill Road; Millersville, MD 21108

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B
407 Crain Highway; Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 General Automation 1758 Computer s/n 2416
w/47MB, 512KB Memory, 6 I/O Port, 1 Parallel
Printer Port
- 3 ADDS Viewpoint Color CRT(S)
- 1 Data Products 8010 Printer
- 1 Auto Dialer
- 1 Modem

With Command Center Program

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

EAST COAST SECURITY CORPORATION


(Signature of Debtor)

Ron Perkins - President


Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

TRANS-AMERICAN LEASING CORPORATION


(Signature of Secured Party)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

1180

BOOK 501 PAGE 417

263185

4209 XL79

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Wolf, Richard H SIR BARBARA CT GLEN BURNIE MD 21061	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD 21224
---	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

Centerville Model 1030 S 9 TON TRAILER S/N 9239 DY

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Anne Arundel County

H. Richard Wolf
H. Richard Wolf
(SIGNATURE OF DEBTOR)
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co.
(NAME OF SECURED PARTY)
BY: *C. Porter*
C. Porter 7/25/86

FMCC 7096-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 AUG -7 AM 11:29

E. AUDREY COLLISON
CLERK

1150



Mailed to Secured Party

BOOK 501 PAGE 418

263186

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Jo Bo, Inc.
4101 Mountain Road
Pasadena, Maryland 21122

(2) Secured Party(ies) (Name(s) And Address(es):

State National Bank of Maryland
Route #3, P.O. Box 300
Millersville, Maryland 21108

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

RECORD FEE 11.00
119239 C35 #01 T11:11
AUG 7 86

For
Filing
Officer

(5) This Financing Statement Covers the Following types [or items] of property.

NO RECORDATION TAX
CONDITIONAL SALE

See Attached Schedule A

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Jo Bo, Inc.

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State
and other states shown above.

(1) Filing Officer Copy -- Numerical

Secured Party(ies) [or Assignees]

State National Bank of Maryland

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1



1986 AUG -7 AM 11:29
CLERK

BOOK 501 PAGE 449

SCHEDULE "A"

- (1) Hot Dog Grill, Model #240/0160
- (1) Nacho Cheese Warmer w/ Pump, Model #240/0320
- (1) Nacho Cheese Warmer, Model #240/0288
- (1) Self-Serve Sneeze Guard (for Hot Dog Grill)
- (1) Drainer Type Bun Warmer (" " " ")
- (1) Hot Sauce Server
- (1) Serving Station
- (1) Scottsman 650 Ice Machine, Serial #902639-06G w/ Bin, Serial #910006-06G
- (1) Monorail Maverick Car Wash, Item #10503c

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/8/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard StreetBaltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 23, 1986, Schedule #01, dated June 26, 1986 between Assignor as Lessor and LEASE ACCOUNT #680260 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 8, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

J. David Kommalan

Type or Print Above Name on Above Line

Filed with A.A. County

2166
EMLE

BOOK 501 PAGE 421

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
22	Prestige Chrom HYCHR HY985
6	Shampoo Chair Chrome SH500
6	Sink #100/500 Fixture SK100
6	Sink Vacuum Breaker SKVB
11	Dryer Chair Chrome D6502B
15	Dryer M&M 1706 DR1706
15	Stool Operator ST7504
1	Fixedbase Facial Chair FC2222FB
2	Rollabout Steamer DR860
3	Tricology Chair R6502
2	Pedicure Chair PD6502
6	Reception Chair Chrome R6502
22	Half Round Mats MATS
4	Neospec Black Yards
1	Headrest Bracket
1	Gas Operated Chair 6502
4	Dryer Cart Set CPcart
10	Piccolo Rollabout RB6100
1	Artex 52-9474
1	Polo-Black Waters
1	Kentile Flooring

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]TITLE: Exec

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/28/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATIONAddress 407 Crain Highway, Suite 200B, Glen Burnie, Maryland 21061 FEE

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.Address P.O. Box 116, Baltimore, Maryland 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated March 6, 1986, Schedule #01, dated April 23, 1986 between Assignor as Lessor and LEASE ACCOUNT # 686030 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 14, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

FRANK J. SARRO - F.S.A.

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

T. DAVID KAMMALAN

Type or Print Above Name on Above Line



1986 AUG -7 PM 11:29

E. MURPHY COLLISON
CLERK2173
FAIR

BOOK 501 PAGE 423

EQUIPMENT LIST

<u>Quantity</u>	<u>Description of Equipment</u>
1 (one)	IBM System 36 Model #M-B25 S/N
1 (one)	F-1005 Additional 256 KB Memory Board
1 (one)	F-4900 Workstation w/expansion feature
1 (one)	F-2500 SLCA Feature
1 (one)	5225-1 Model Printer S/N
1 (one)	5256-3 Printer S/N
1 (one)	5291-2 CRT S/N
1 (one)	IBM PC XT S/N with 20 MB Hard disk, single
1 (one)	disket drive, 256K addition, PC Memory expansion
	384K Monicrome Monitor, IBM PC DOS 3.1, Graphics
	card, keyboard S/N, 5251 Emulation card.
1 (one)	Epson 286 Printer w/cables S/N

Mailed to Service Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Frank J. Sarro III, Exec.V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.RECORD FEE 11.00
1.50
11:12
AUG 7 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 1, 1986, Schedule #01, dated July 1, 1986 between Assignor as Lessor and LEASE ACCOUNT # 681070 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1986 between Assignor and Assignee:

1 Caterpillar 963 Crawler/Loader s/n 11Z318

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

Frank J. Sarro, III., Exec. V.P.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

G.L.
CLERK

1986 AUG -7 AM 11:29

E. ANDREY COLLISON
CLERK2176
DULS UNDG

1150.

AACD

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATIONAddress 407 Crain Highway, Suite 200B, Glen Burnie, Maryland, 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.Address 300 E. Lombard StreetBaltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 3, 1986, Schedule #02, dated July 1, 1986 between Assignor as Lessor and LEASE ACCOUNT #683060 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1986 between Assignor and Assignee:

1 Caterpillar 621J Scraper - SN 23H1717

1 Caterpillar 977 Track Loader - SN 11K4322 w/3rd Valve & Rake w/Top Clamp together with all equipment, parts, tools, accessories, attachments, additions, replacements, and other accessions now or hereafter installed in, affixed to, or used in connection with the above-described property/

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarrg, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

2177
DlsDvlp2

1986 AUG -7 AM 11:29

1986 AUG -7 AM 11:29

1986 AUG -7 AM 11:29

AR60

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7/27/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
 Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
 Address 300 E. Lombard St.

Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated May 6, 1985, Schedule # 04, dated July 25, 1986 between Assignor as Lessor and LEASE ACCOUNT # 586050 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 28, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

FRANK J. SARROTT (EX.V.P.)
 (Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150

2209
HH

EQUIPMENT LIST

BOOK 501 PAGE 427

Quantity

Description of Equipment

6 (six) 1987 Kenworth Trucks Model W900 3406 400 2100 ATAAC
RTX14609P DS381 40,000 with Engine 400 CAT ATAAC,
2,100 rpms, power steering, rear axel - Eaton

S/N's 1XKWDB9X0HS339050
1XKWDB9X6HS339053
1XKWDB9X8HS339054
1XKWDB9XXHS339055
1XKWDB9X5HS339058
1XKWDB9X7HS339059

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: J. David Kommalan

TITLE: J. David Kommalan, V.P.

FINANCING STATEMENT—MARYLAND

File No.-----

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is: Zoe H. and John L. Parker, Sr.
4432 Stark Place
Annandale, VA 22003
2. The name and address of the Secured Party (or Assignee) is:
First Virginia Bank
6400 Arlington Blvd.
Falls Church, VA 22046
3. The maturity date of the obligation (if any) is: June 25, 1991
4. This Financing Statement covers the following types (or items) of property: (Describe)
1986 Pearson 28' single mast sailboat HIN #PEA80141B686
Yanmar 2 cylinder diesel engine serial #04058

5. Check the lines which apply if any, and supply the information indicated:

☐ (If collateral is crops). The above described crops are growing or are to be grown on:
(describe real estate)

☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

☐ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☒ (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$-----

Debtor(s):

Zoe H. Parker

John L. Parker, Sr.

Secured Party:

First Virginia Bank

By

R. Jeffrey Cole
Assistant Branch Manager

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

Mailed to Secured Party

1256

263193

[illegible]

FS 10M 1/76

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

Mailed to Secured Party

12-50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ 5,914.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Bello Machre, Inc.
 (Name)
P.O. Box 969
 (Address)
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Susan E. Haley
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

IBM AT # 5170099

RECORD FEE 11.00
 RECORD IN 12.00
 POSTAGE .50
 11/28/86 11:13:23

86 7 86

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Bello Machre, Inc. (Seal)
 BY: ✓ Robert T. Ireland (Seal)
 (Signature)

Robert T. Ireland, Executive Director
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)

 (Signature)

(Print or Type Name)

Mailed to Secured Party

11
42
50

263195

501 431

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7/31/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name East Coast Security Corporation
Address 440 Old Mill Road; Millersville, MD 21108

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B
407 Crain Highway; Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00
FILING FEE .50

4. This financing statement covers the following types (or items) of property: (list)

- 1 General Automation 1758 Computer s/n 2416
w/47MB, 512KB Memory, 6 I/O Port, 1 Parallel
Printer Port
- 3 ADDS Viewpoint Color CRT(S)
- 1 Data Products 8010 Printer
- 1 Auto Dialer
- 1 Modem

With Command Center Program



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1986 AUG -7 PM 4:13
E. AUBREY COLLISON
CLERK

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

EAST COAST SECURITY CORPORATION

[Signature]
(Signature of Debtor)

Ron Perkins - President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Secured Party)

Frank J. Sapro, III, Exec. V.P.

Type or Print Above Name on Above Line

1150

Est. CST

STATE OF MARYLAND

BOOK

501 PAGE 432

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263196

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Coffee Ruler Inc.

Address 505 E. Parapsco Avenue; Baltimore, Annearundle, MD 21225

2. SECURED PARTY

Name Newco Financial Corporation

Address PO Box 1114; St. Charles, MO 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 5/29/87

4. This financing statement covers the following types (or items) of property: (list)

loan # 6923 V - 12 Newco commercial coffee brewers

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Troy Breedlove
(Signature of Debtor)

The Coffee Ruler, Inc.-Troy Breedlove
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Mary Freeman
(Signature of Secured Party)

Newco Financial Corp-Mary Freeman, Sec
Type or Print Above Signature on Above Line



1986 AUG -7 PM 4:14

AUGUST COLLISON
CLERK

RECORD FEE 11.00
FILING FEE 50
#19274 0777 MO 113:26
AUG 7 86

STATE OF MARYLAND

BOOK 501 PAGE 433

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263137

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Coffee Company

Address 259 Ullman Road; Pasadena, Anne Arundel, MD 21122

2. SECURED PARTY

Name Newco Financial Corporation

Address PO Box 1114; St. Charles, M O 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/21/88

4. This financing statement covers the following types (or items) of property: (list)

loan # 6911 V - 12 Newco commercial coffee brewers

RECORD FEE 11.00
FILING
MAY 25 1988
CLERKCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

X Carl Duncan
(Signature of Debtor)American Coffee Co.-Carl Duncan, Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Mary Freeman
(Signature of Secured Party)

Newco financial Corporation-Mary Freeman, Sec

Type or Print Above Signature on Above Line

1988 AUG -7 PM 4:14
E. AUBREY COLLISON
CLERK

11-50

BOOK 501 PAGE 434

263133

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECEIVED FE 11.00
FIDELITY
817277 077 DM 113:29
AUG 7 86

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Raymond U. May
738 McCann Road
Severna Park, Maryland 21146

Check the box indicating the kind of statement.
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT
() CONTINUATION-ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

Name & address of Secured Party

First American Bank of Virginia
1970 Chain Bridge Road
McLean, Virginia 22102

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

1980 36' Watkins Apres Ski Serial # AJC60015M0180

Mailed to Secured Party

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Raymond U. May

Raymond U. May

Signature of Debtor if applicable (Date)

David L. Taylor

First American Bank of Virginia by

Signature of Secured Party if applicable (Date)

David L. Taylor

FILING OFFICER COPY

Revised 7-1-82

ATTN: Record Office
P.O. Box 71
Annapolis, Maryland 21404

Statement of Continuation, Termination,
Assignment, Amendment or Release
Uniform Commercial

Anne Arundel County

BOOK 501 PAGE 435

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 243764 recorded in Liber 452, Folio 493 on August 16, 1982 (date).

1. DEBTOR(S):

Name(s): E. J. Dwyer Co., Inc.

Address(es): 809 K Barkwood Ct.

Linthicum, Md., 21090

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 3215 Washington Blvd.

Baltimore, Maryland 21230

RECORD FEE 10.00
JUL 13 1986
JUL 13 1986

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Mailed to Secured Party

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By

Barbara Wykowski, Corporate Banking Officer

(Type Name and Title)

1050

STATE OF MARYLAND

BOOK 501 PAGE 436

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 263200

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CATHY BACKUSAddress #153 CHESAPEAKE MOBILE CT., HANOVER, MD 21076

2. SECURED PARTY

Name CHESAPEAKE MOBILE HOMES INC.Address 9301 PULASKI HIGHWAYBALTIMORE, MD 21220

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#19218 CITY MD 113130
AUG 7 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1981 LIBERTY SERIAL #19218

14 x 70 AND ALL APPLIANCES, HOUSEHOLD GOODS,
ACCESSIONS ASSECIORS, EQUIPMENT AND PARTS NOW
OWNED OR HEREAFTER ACQUIRED, ALL CONTRACT RIGHTS
PERTAINING TO THIS CONTRACT.

Name and address of Assignee

GREEN TREE ACCEPTANCE, INC.
P.O. BOX R
UNIONTOWN, PA 15401CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

Not subject to recordation tax

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Cathy J. Backus
(Signature of Debtor)

CATHY BACKUS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

GREEN TREE ACCEPTANCE, INC.

Type or Print Above Signature on Above Line

1150

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

July 11, 1986

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 246442 in Office of Annie Arundel Co., MD.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Billy and Mary Burnett
45520 Mountain Road
Pasadena, MD 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By 113 Branch Office Manager

Form 91 MD (3-79)

Mailed to Secured Party

113 BRANCH OFFICE MANAGER

113 BRANCH OFFICE MANAGER

1986 AUG -7 PM 4:14

E. AUGER & COLLISON
CLERK

10.00
10.50
11:21 PM CTTT MD 113:31
AUG 7 86



FINANCING STATEMENT

RECORD FEE
POSTAGE12.00
50MAY 20 1986
MAY 7 1986

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s):

Lambert Paving Company

Address(es):

1045 Dorsey Road
Glen Burnie, Md. 21061

6. Secured Party: Maryland National Bank

Attention: _____

Address: Department: Retail Division
Post Office Box 987, Mailstop 010609
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Lambert Paving Company

By: _____ (Seal)

Louis Lambert, Prop.

By: _____ (Seal)

Type name and title, if any

Secured Party: Maryland National Bank

By: _____ (Seal)

Joseph A. Reed, Asst. V. P.

Type name and title

MARYLAND NATIONAL BANK

12 SW.

BOOK 501 PAGE 439

SCHEDULE A

This SCHEDULE A is attached to and made a part of Commercial Note and Security Agreement made between Maryland National Bank and Lambert Paving Company dated July 30, 1986.

Used 1976 International Dump Truck
Model 2070D, Serial # D1227FGB15105

Used Galion 4/6 Ton Tow Behind Roller,
equipped with all standard equipment

Mailed to Secured Party

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Laurel Auto Body Inc.
 Address: 3227 Ft. Meade Road
 Laurel, Md 20707

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

RECORD FEE 11.00
 POSTAGE .50
 415-41 CTT 001 713433
 AUG 7 86

3. This Financing Statement covers the following types (or items) of property: A. Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. B. Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever. C. Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

☐ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Laurel Auto Body Inc. By:

Wallace H. Lowe Jr.
 Wallace H. Lowe Jr., Pres.
Richard L. Poore
 Richard L. Poore, Treasurer

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Michael G. Livingston*
 Michael G. Livingston, Sr., Branch Officer
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1180

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 248052 recorded in
Liber 463, Folio 374-375 on 7-8-83 (Date).

1. DEBTOR(S):

Name(s) R.T. Leasing Associates

Address(es) 1710 Midway Road Odenton, Md. 21113

2. SECURED PARTY:

Name Maryland National Bank

Address 5 Crain Highway Glen Burnie, Md. 21061

Person and Address to whom Statement is to be returned if different from above.
Return to debtor

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☒ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Blesse Semi-Automatic Multi Spindle Boring Machine Model Beaver
Serial # 24/83.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

Bonnie J. Michaels Branch Officer/Manager
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

A.A. County

BOOK 501 PAGE 142

FINANCING STATEMENT

File No. 263203
RECORD TAX13.00
546.00

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

50
113336
7 06

1. DEBTOR(S) and Address(es) Garbco, Inc., T/A g. Briggs 611-A N. Hammonds Ferry Road Linthicum, Maryland 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Cecilia E. Taylor</i> Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of retail clothing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. 1. ~~1986 Pontiac Bonneville, Serial #2G2GR69H8G2263021~~, \$14,200. 2. Executive Phone System including but not limited to one 1232 Key Service Unit, one central processor unit, 12 telephones with display, one direct station selection with console, 29 telephones, \$10,226. 3. One Wells Fargo Alarm System, \$10,226. 4. All office furniture, \$3,225. Mechanized warehouse system, \$55,000. *13,226 DOK TAN*

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 78,000.00

DEBTOR:

Garbco, Inc., T/A g. Briggs

(Type Name)

By: *Thomas A. Hess*By: *Thomas A. Hess*

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: *Deborah O. Kasper*

Deborah O. Kasper, AVP

(Type Name)

19 86

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Mailed to Secured Party

Record: AA County Amount \$559.50

Dated: 7.30.86

135
546-50

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Plaza Hardware, Inc. Easton Plaza Easton, Maryland 21601	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Harry Gemmell
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 35,000.00

DEBTOR:

Plaza Hardware, Inc.
(Type Name)
By: [Signature]
By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: [Signature]
Harry B. Gemmell
(Type Name)

June 21, 1986 1986
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

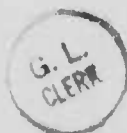
Md., Va., D.C., Pa.

BOOK 501 PAGE 444

263205

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
1 Debtor(s) (Last Name First) and Address(es) Terry Ray Knight 461 Oakton Road Odenton, Md. 21113	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 4100 41st Street Brentwood, Md. 20722	RECORD FEE 11.00 POSTAGE 1.50 117286 CTTI 001 113-36 JUL 7 1986
4 This financing statement covers the following types (or items) of property: 1986 Freightliner, FLC 12064S Ser.# 1FVXYCY93GH287278 1986 15' Aluminum Dump Body # 86030361 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		
5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp P.O. Box A College Park, Md. 20740		
This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: ANNE ARUNDEL COUNTY		
TERRY RAY KNIGHT		WASHINGTON FREIGHTLINER, INC.
By: <u>Terry Ray Knight</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	603469 Rev. 12-80
Filing Officer Copy — Alphabetical		

1180



Mailed to Secured Party

RECEIVED FOR RECORD
CLERK ANNE ARUNDEL COUNTY

1986 AUG -7 PM 4:14

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 445

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Wills, Jonathan F. Zier, Robert H. Zier, Roberta M. 3 A-1 President Point Dr. Annapolis, MD 21403	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, NJ 07041	For Filing Officer (Date, Time and Filing Office) RECORDED FE 10.00 FEE TIME .50 #17263 C777 NOI TLV38 AUG 7 1986
4. This statement refers to original Financing Statement bearing File No. <u>248582</u> Filed with <u>Anne Arundel</u> Date Filed <u>August 12, 1983</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:	
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: _____ Signature(s) of Secured Party(ies)
STANDARD FORM - FORM UCC-3	
(1) Filing Officer Copy - Alphabetical	

104

Mailed to Secured Party

1986 AUG -7 PM 4:14

E. AUBREY COLLISON
CLERK

REC-73

263207

BOOK 501 PAGE 446

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.

Address 180 Penrod Court, Building F, Glen Burnie, MD 21061

2. SECURED PARTY

Name CITIZENS BANK

Address P.O. Box 149, Broad Street & Lynn Avenue
Elizabethton, TN 37643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's machinery & equipment, furniture & fixtures, inventory & accounts receivable and general intangibles currently held and hereafter acquired including but not limited to Exhibit "A" attached hereto and incorporated herein.

"Total principal indebtedness under any contingency is \$161,715.23."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

STANLEY ENGINEERING COMPANY, INC.

BY: Kenneth Stanley

(Signature of Debtor)

Kenneth Stanley, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITIZENS BANK

BY: Michael C. Hill, VP

(Signature of Secured Party)

Michael C. Hill, Vice President

Type or Print Above Name on Above Line

1986 AUG - 7 PM 4:14
CLERK
AUBREY COLLISON

11-
1134-
50

1 MATSUURA MC-500V-DC TWIN SE# 85044811
SPINDLE MACHINING CENTER WITH YASNAC MX-2
CONTROL SE# S 4649012

1 BT35 TOOL HOLDERS

1 BT 35 TOOL PRESETTER

1 BEHIND THE READER BOARD FOR YASNAC MX-2

1 100' CABLE FOR BEHIND THE READER BOARD

1 LYNDX DIAL READOUT .050" FOR TOOL PRESETTER

1 COOLANT COMMANDER, INSTALLED

3 NIKKEN BT35 - WE 1/4-60

2 NIKKEN BT35 - WE 5/8-60

1 NIKKEN ZK12-6U

2 NIKKEN ZK12-8U

2 NIKKEN ZK12-10U

2 NIKKEN ZK12-1/4U

2 NIKKEN ZK12-5/16U

2 NIKKEN ZK12-3/8U

5 PS-U2 PULL STUD

2 UNIVERSAL 509948 BT35 LOCKING FIXTURE

4 KURT D40 VISE, MATCHED

2 CHICK BLS 6C B1-LOK VISE

1 SET CHICK HARDENED SQUARE KEYS

1 UNIVERSAL BT35 LOCKING FIXTURE

4 SETS STEP JAW

1 BT35-MTA-60

1 BT35 PULL STUD

1 18002 S & L TAPPING MACHINE W/AUTO LUB SYSTEM

2 TK8 0 - 6 & #8 COLLETS

1 MITUTOYO B-231 COORDINATE MEASURING MACHINE, SE# 86031025 010004000
W/MICRO PACK 21B, SE# A423603X AND TP-1 TOUCH PROBE

1 050141 ORIGIN SPHERE

1 930613 SEMI CYCLINDRICAL PROBE

1 593467 POINT PROBE

1 932379 BALL PROBE

1 536185 TAPER PROBE

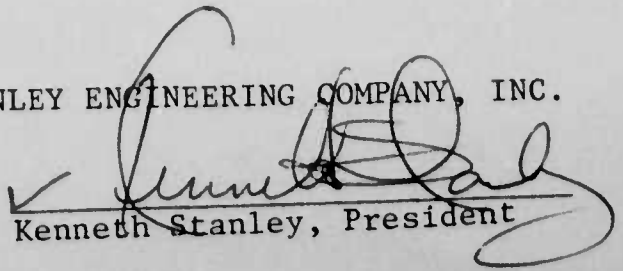
1 930802 CHUCK PROBE

1 ARROW A-10 AIR DRYER

Mailed to Secured Party

STANLEY ENGINEERING COMPANY, INC.

BY:


Kenneth Stanley, President

Book 501 page 447

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 472

Page No. 67

Identification No. 251453

Dated 3/28/84

1. Debtor(s) { Martens Subaru of Annapolis, Inc.
Name or Names—Print or Type
240 West Street, Annapolis, Md. 21401
Address—Street No., City - County State Zip Code
2. Secured Party { Equitable Bank, National Association
Name or Names—Print or Type
100 S. Charles Street, 7th fl., Baltimore, Md. 21202
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) _____
4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE 1.50
TOTAL 11.50
JUL 27 1986
JUL 7 1986

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>AMENDMENT</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dealer's name is changed to:

MARTENS CARS OF ANNAPOLIS, INC.



Mailed to Secured Party

Dated: 7/25/86

Equitable Bank, N.A.

Name of Secured Party

Signature of Secured Party

Paul R. Beares, V.P.

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO:

Equitable Bank, N.A.
100 Light Street, 7th fl.
Baltimore, Md. 21202
ATTN: Paul Beares

1050.

314 MERCE ST.
P.O. BOX 218
ANOKA, MN 55302
(612) 421-1713

263208

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 448
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name FRONTIER TECHNOLOGIES INC.

Address 2444 SOLOMEN'S ISLAND ROAD # 205 ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name Laureldale Leasing Associates

Address 16 S. Calvert St., Suite 400

Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

DESK, CREDENZA, 2 CHAIRS, 2 SIDE CHAIRS

Name and address of Assignee
Maryland National Bank
10 Light Street
Baltimore, MD 21202

RECORDED FEE 11.00

119232 507 801 113441

AUG 7 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Mark Houston-Lucas
(Signature of Debtor)

MARK HOUSTON-LUCAS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1986 AUG -7 PM 4:14

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
BOOK 501 PAGE 449
FINANCING STATEMENT FORM UCC-1

AA Co. CM 06 11.50
Identifying File No. 263203

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc.

Address 424 Broadneck Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 South Charles Street

Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Five (5) New 1986 International Model 1853 school buses
s/n's 1HVLPHYN4GHA39805, 1HVLPHYN6GHA40759, 1HVLPHYN9GHA39816,
1HVLPHYN5GHA40767, and 1HVLPHYN3GHA51380 with model
86-2920S Thomas 66 passenger school bus bodies; including,
without limitation, all additions, attachments, accessions, replacement parts, substitutions,
trade-ins, and improvements hereto and thereof, and all existing and future accounts, con-
tract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds,
books and records, and all proceeds related to, arising from, or in connection with the
aforegoing equipment.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Chesapeake Charter, Inc.

(Signature of Debtor)

John J. Lonergan, Jr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

Type or Print Above Signature on Above Line

G.L.
CLERK

1986 AUG -7 PM 4:15

AUBREY COLLISON
CLERK

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☒

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Besche Oil Company, Inc.
Address Old Washington Road, Waldorf, MD 20601RECORDED FEE 11.00
AT 10:05 AM 11-11-09
186 7 86

2. SECURED PARTY

Name Mellon Bank (East) National Association
Address Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1991

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Multi-Grade Blend Pumps

together with all attachments, accessories, replacements and substitutions therefor, as well as all proceeds of the foregoing.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)930 Galesville Road
Galesville, MD 20765☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Besche Oil Company, Inc.

(Signature of Debtor)

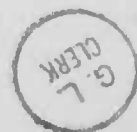
Michael A. Besche

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 AUG -7 PM 4:15

E. AUDREY COLLISON
CLERK

Mellon Bank (East) National Association

Beth A. Woodring

(Signature of Secured Party)

BETH A. WOODRING

Type or Print Above Name on Above Line

15

263211

BOOK 501 PAGE 451

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

N/A

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James R. Werfel
Address 581 West Bay Front Road, Lothian, MD 20711

2. SECURED PARTY

Name John Deere Co.
Address 4949 Court Street & Deere Rd.
Syracuse, NY 13221
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

John Deere 850 Utility Diesel Tractor
w/MFWD, bar tires, roll guard, & canopy
S/N 22043
John Deere 75 loader & bucket
S/N 015760
John Deere No 8 Backhoe & Buckets
S/N 001992

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James R. Werfel
(Signature of Debtor)
James R. Werfel
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)
Robert P. Murphy, Administrator
Type or Print Above Signature on Above Line

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated July 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Major Vend, Inc.Address 1548 Lodge Pole Ct. Annapolis, MD 21401

2. SECURED PARTY

Name State Sales & Service CorporationAddress 7160 Ambassador RoadBaltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Rockola 6-Set Cold Drink #2407

1 Mars Micro Mech MC5800 Coin Changer #606-09466

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Major Vend, Inc.

(Corporate or Trade Name)

✓ Louis Chernock
(Signature of Debtor)

Louis Chernock, Pres.

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

State Sales & Service Corporation

(Signature of Secured Party)

Stephen B. Koenigsberg, Exec. V.P.

Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 AUG -7 PM 4:16
F. AUBREY COLLISON
CLERK

1150

TELMARK INC.

JUL 31 1986

263213

STATE OF MARYLAND

LEASING DEPARTMENT

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7/24/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LesseeName Robert J. & Patricia K. MorrisAddress 3876 Salamons Island Rd, Harwood, Md, 207762. ~~SECURED PARTY~~ LessorName Telmark Inc.Address P.O. Box 4943 Syracuse, N.Y. 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)
- 1
- 1-MF 240 tractor
- 1-MF 232 Front end loader

RECORD FEE 12.00
FILED 277 MI 114132
JUL 7 86

This is a lease transaction this filing is made for informational purposes only

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Mailed to Secured Party

Robert J. Morris
(Signature of ~~Debtor~~) LESSEE

Robert J. Morris
Type or Print Above Name on Above Line

Patricia K. Morris
(Signature of ~~Debtor~~) LESSEE

Patricia K. Morris
Type or Print Above Signature on Above Line

Linda Henderson
(Signature of Secured Party) LESSOR

TELMARK INC.
Type or Print Above Signature on Above Line
LINDA HENDERSON
LEASE/DOCUMENTATION SUPERVISOR

THIS LESSEE IS A FARMER
AND THIS EQUIPMENT IS TO BE USED
IN THAT OPERATION

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated July 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A & W Vending, DiGiorgio, ANDREW JOHNAddress 1423 Georgia Avenue Severna Park, MD 21144

2. SECURED PARTY

Name State Sales & Service CorporationAddress 7160 Ambassador RoadBaltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Return To: F.O. Box 408, Baltimore, MD 21203

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1-Rowe 4900 S Snack 35 Sel #12310

1-Mars Micro Mech MC5000 Changer #605-15341

RECORD FEE 12.00
 FILING FEE 1.50
 DISTRICT NO. 114334
 AUG 7 86

1986 AUG - 7 PM 4:16

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)
A & W Vending

(Corporate or Trade Name)

✓ Andrew John DiGiorgio
 (Signature of Debtor)

Andrew John DiGiorgio Sr, Owner

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

State Sales & Service Corporation

(Signature of Secured Party)

Stephen B. Koenigsberg, Exec. V.P.

Type or Print Above Signature on Above Line

Mailed to Secured Party

1250

BOOK 501 455

263215

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) I.S.S. Corporation 119 Ilene Road Glen Burnie, Maryland 21061	2 Secured Party(ies) and Address(es) Motorola C & E, Inc. P.O. Box 8788 BWI Airport, MD 21240X	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #17320 DT R01 T14141 AUG 7 1986
4 This financing statement covers the following types (or items) of property: ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY OWNED OR HEREAFTER ACQUIRED BY DEBTOR. "NOT SUBJECT TO RECORDATION TAX"		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services Cor 7240 Parkway Drive Ste 140 Hanover, MD 21076
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with:		
I.S.S. Corporation By: <u>Edwin C. Smith</u> Signature(s) of Debtor(s) President Filing Officer Copy — Alphabetical		Motorola C & E, Inc. By: <u>Lise Mangerie</u> Signature(s) of Secured Party(ies) Contract Specialist

603469 Rev. 12-80

Mailed to Secured Party



RECEIVED FOR RECORD
HARFORD COUNTY

1986 AUG -7 PM 4: 16

E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 456

263216

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Shanks, Ferrell & Elizabeth
The Docu-Data Corporation
8360 Route 3 North
Millersville, MD. 21108

2. Secured Party(ies) and address(es)

**CLARION HOTEL ASSOCIATES
LIMITED PARTNERSHIP**
c/o Sybedon Corporation
1211 Avenue of the Americas
Rockefeller Center
New York, New York 10036

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

5. Assignee(s) of Secured Party and
Address(es)

RECORD FEE 11.00
POSTAGE 50
JUL 21 1986 7 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

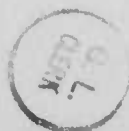
X *OTB Shanks*
X *Elizabeth A. Shanks*
By: _____
Signature(s) of Debtor(s)

CLARION HOTEL ASSOCIATES LIMITED PARTNERSHIP
By: Sybedon Corporation, the General Partner

By: *Sean M. Seary*
Signature(s) of Secured Party(ies)
(For Use in Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.



1986 AUG -7 PM 4:18

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 501 PAGE 457

263217

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Maisel, Gerald R.
Maisel Brothers, Inc.
P.O. Box 267
Glen Burnie, MD. 21061

2 Secured Party(ies) and address(es)

**NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA**
70 Pine Street
New York, New York 10270

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 12.00

POSTAGE .50

007332 0777 R01 T14:52

AUG 7 1986

4 This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

5. Assignee(s) of Secured Party and
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

By:

Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

By:

Signature(s) of Secured Party(ies)

(For Use In Most States)

NATIONAL UNION FIRE INSURANCE OF PITTSBURGH, PA

STANDARD FORM - FORM UCC-1.



1720

RECEIVED FOR RECORD
CLERK

1986 AUG -7 PM 4:18

AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 501 PAGE 458

262213

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)

Maisel, Gerald R.
Maisel Brothers, Inc.
P.O. Box 267
Glen Burnie, MD. 21061

2. Secured Party(ies) and address(es)

**CLARION HOTEL ASSOCIATES
LIMITED PARTNERSHIP**
c/o Sybedon Corporation
1211 Avenue of the Americas
Rockefeller Center
New York, New York 10036

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
1986 AUG 07 PM 11:45:52
AUG 7 1986

4 This financing statement covers the following types (or items) of property

Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

5. Assignee(s) of Secured Party and
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

CLARION HOTEL ASSOCIATES LIMITED PARTNERSHIP
By: Sybedon Corporation, the General Partner

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

G. L.
CLERK

Mailed to Secured Party

1750.
1986 AUG -7 PM 4:18

E. AUBREY COLLISON
CLERK

A74495

BOOK 501 PAGE 459

263219

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here ☐

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First National Bank of Md.
Address 6704 Curtis Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name American Equipment Leasing
Address PO Box 1258
Reading, PA 19603
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

1 - R-200 Fax Machine

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

First National Bank of Maryland

[Signature] V.P.
(Signature of Debtor)

Howard A. Watson,

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

[Signature]
(Signature of Secured Party)

Dawn C. McCoy, Opera. Coord.

Type or Print Above Signature on Above Line

Mailed to Secured Party

1/50.

RECORD FEE 11.00
POSTAGE .50
AUG 11 9 35 AM 1986
AUG 7 86

RECORDED
INDEXED
1986 AUG -7 PM 4:17
E. AUBREY COLLISON
CLERK

CLERK
7:9

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDSFor Filing Officer Use
File No. _____
Date &
Hour _____This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing Jan 23, 1984 Record Reference Book 469 Page 577
Maturity date (if any)Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)FJW, INC. (old address) 1727 Swinburne ave. Crofton, Md. 21114
(new address) 4907 Rocky Spring Lane Bowie, Md. 20715Name of Secured Party or assignee No. Street City State
Minor and Gillions Masonry 9101 Cherry Lane #108 Laurel, Md. 20708

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☒ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

RETURN TO:

580 C Backhoe

Serial number 5323476

RECEIVED
1986 AUG -7 PM 4:16
E. AUBREY COLLISON
CLERK

Debtor(s) or assignor(s)

F. J. W. Inc.
F. J. W. Inc.
FILLEN WILSON

(Type or print name under signature)

Mailed to Secured Party

F. J. W. Inc. (Seal)
(Corporate, Trade or Firm Name)*Walter M. Mason*
Signature of Secured Party or Assignee

Partner, Minor & Gillions Masonry

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

104

BOOK 501 PAGE 461

263256

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDSFor Filing Officer Use
File No.
Date &
HourThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
KILDUFF, RICHARD J.	215	Magothy Beach Rd	Pasadena	MD 21122
KILDUFF, ANNA M	215	Magothy Beach Rd	Pasadena	MD 21122

Name of Secured Party or assignee	No.	Street	City	State
GRIFFITH CONSUMERS	2510	Schustler Drive	Cheverly	MD, 20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

French and install one whirlpool 24000 Btu Vintage Heat pump
to include new thermostat, condensate pump, A coil, refrigerant
lines, and primary operating controls, also necessary wiring
from existing electrical panel.

RECORD FEE 12.00
FILING 1.50
TOTAL 13.50
AUG 7 1986

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☐ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

X Richard J. Kilduff
Richard J. Kilduff

X Anna M. Kilduff
Anna M. Kilduff

(Type or print name under signature)

Griiffith Consumers Company (Seal)
(Corporate, Trade or Firm Name)

James M. Dennis
Signature of Secured Party or Assignee
Treasurer

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1986 AUG -7 PM 4:18
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.50

Anne
Carruth

263257

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use

File No.

Date &

Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

PURDHAM WAYNE S.

1349

HANOVER Rd

HANOVER

Md.

21076

PURDHAM DORIS

1349

HANOVER Rd

HANOVER

Md.

21076

RECORD FEE 12.00

TAXES .50

Name of Secured Party or assignee

No.

Street

City

State

GRIFFITH CONSUMERS CO. 2510 Schuster Drive, Chevy Chase, Md. 20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

FURNISH AND INSTALL ONE 112,000 BTU WHIRLPOOL OIL FURNACE,
WITH NEW BURNER, OPERATING CONTROLS AND THERMOSTAT.
CONNECT TO EXISTING SUPPLY AND RETURN PIPINGS, ELECTRIC
OIL LINES, AND FLOE. SET UNIT ON 4" BLOCK, REMOVE
OLD FURNACE FROM PREMISES.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.4. ☐ Proceeds of collateral are also covered:☐ Products of collateral are also covered:5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Wayne S. Purdham

Wayne S. Purdham

Doris Purdham

Doris Purdham

(Type or print name under signature)

Griffith Consumers Co. (Seal)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Treasurer

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1986

Mailed to Secured Party

RECEIVED FOR RECORD
HARFORD COUNTY

1986 AUG -7 PM 4:18

E. AUBREY COLLISON
CLERK

12.50

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annalee

BOOK 501 PAGE 483

263220

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Shanks, Ferrell & Elizabeth
The Docu-Data Corporation
8360 Route 3 North
Millersville, MD. 21108

2. Secured Party(ies) and address(es)

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA
70 Pine Street
New York, New York 10270

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a
Connecticut limited partnership, including all of debtor's rights and interests in said partnership
and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

5. Assignee(s) of Secured Party and
Address(es)

RECORD FEE 11.00
FILING FEE .50

FILED 077 041 14-51
AUG 7 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

X *J B Shanks*
X *Elizabeth A. Shanks*
By: _____
Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

NATIONAL UNION FIRE INSURANCE OF PITTSBURGH, PA

Ted Lambino
By: _____
Signature(s) of Secured Party(ies)

(For Use In Most States)

STANDARD FORM - FORM UCC-1.

1150
G. L.
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK

1986 AUG -7 PM 4:18

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND ^{BOOK} 501 ^{PAGE} 464

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254953RECORDED IN LIBER 480 FOLIO 377 ON 12/12/84 (DATE)

1. DEBTOR

Name Alvin Phelps T/A A. J. Phelps Land Clearing CompanyAddress P.O. Box 85, Jessup, Maryland 20794

2. SECURED PARTY

Name Union Trust Company of MarylandAddress P.O. Box 1077, Baltimore, MD 21203Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
JUL 26 1986
STATE OF MARYLAND
JUL 26 1986

Union Trust Company of Maryland

Dated

7/30/86

(Signature of Secured Party)

Marianne K. Bacci, CFO.

Type or Print Above Name on Above Line

Mailed to Secured Party

BOOK 501 PAGE 485

263221

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

RECORD FEE 11.00
 FEE 1.50
 BY FILED 201 7/14/84
 AUG 7 84

DEBTOR

Hardin-Huber, Inc.
 (Name)
 1230 Cronson Boulevard
 (Address)
 Crofton, Md. 21114

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Kathy Lewis Banc 121-011
 (Name of Loan Officer)
 P.O. Box 1526
 (Address)
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☒ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Hardin-Huber, Inc. (Seal)
 (Signature)
 Michael W. Huber President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

The First National Bank Of Maryland (Seal)
 (Signature)
 (Print or Type Name)

1986 AUG - 7 PM 4:19
 85-0860A-408
 HOSNEY COLLISON
 CLERK

J. L.
 CLERK

1150

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ 119,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Hardin-Huber, Inc.
 (Name)
1230 Cronson Boulevard
 (Address)
Crofton, Maryland

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn. Catherine T. Lewis
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attached Schedule "A"

RECORD FEE 11.00
 RECORD TAX 833.00
 FORTAGE .50
 814356 0777 R01 114:55
 ME 7 86

1986 AUG -7 PM 4:19
 E. J. BRYCE / COLLISON
 CLERK



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Michael W. Galt President (Seal)
 (Signature)
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)

 (Signature)

 (Print or Type Name)

1150

SCHEDULE "A"

		BELOW IS YOUR QUOTATION REQUEST:	
1		MOBILE DRILL UNIT MODEL B80 WITH 10 SPEED ROTATION HEAD, SLIDRAMATIC, BASIC CONTROL PANEL FOR AUGER, CORE AND ROTARY DRILLING, WORK TABLE FOR GUIDE AND BREAKOUT ACCESSORIES, WITH 22' STROKE AND BASIC UNIT FOR PTO INSTALLATION..... WITH THE FOLLOWING: 1200 LB. WIRELINE HOIST 2600 LB. AUXILIARY HYDRAULIC HOIST WITH 100' of 5/16" CABLE AND HOOK 12,000 LB. MAIN HOIST WITH 100' OF 1/2" CABLE AND SWIVEL SAFETY HOOK 2500 LB. 8" AUXILIARY CATHEAD CROWN BLOCK ASSEMBLY REQUIRED FOR HOIST OPTIONS SPLINED FLOATING SPINDLE AIR/WATER SWIVEL 2" APT 2" STANDPIPE HYDRAULIC BREAKOUT WRENCH GUIDE BUSHINGS (3 1/2" OD DRILL PIPE) AUGER BASE GUIDE (7"-2 1/4"X:3 1/2"HSA) AUGER BASE GUIDE (10") ROD ADAPTOR-NWML PIN 2" HEX UNIVERSAL AUGER COUPLING ,BOX HYDRAULIC ROD CLAMP JAW SET FOR ABOVE - AW ROD SIZE 2 7/8" STANDARD BODY FOR 12'-16' TANDEM AXLE VEHICLE INC. 2 DOUBLE UNIT TOOL BOXES BELOW DECK AND TWO COMBINATION AUGER/ROD RACKS ABOVE DECK. MANUAL HINGED UNDERSLUNG AUGER RACK DRILL ROD STORAGE COMPARTMENT UNDER DRILL DECK FRO ROD THROUGH 2 5/8" OD. 36" HYDRAULIC STABILIZING JACKS, SET OF two, REAR MOUNTED, 18" ROAD CLEARANCE 36" STROKE HYDRAULIC STABILIZING JACK, FRONT BUMPER MOUNT ,24" ROAD CLEARANCE WATER TANK, 500 GAL. CAPACITY SINGLE STEP PLATFORM, -INSTALLED HEAVY DUTY BUMPER EITH BRUSH GUARD INCLINED 140# SAFETY HAMMER RACK, INSTALLED MOYNO PUMP 3X4, MODEL 4EOES1 1986 INTERNATIONAL TRUCK FOR MOUNTING CABLE FOR WIRLINE HOIST 150' PTO UNIT	
20		DRILL ROD 2 7/8 OD X 10' LONG W/ KAYHEW JR. JOINTS	
1		DRILL ROD 2 7/8 OD X 10' LONG W/ MAYHEW JR. JOINTS	
1		WATER PUMP, 4X3 CENTRIFUGAL	
1		STABILIZER 5 1/2"X10' LONG WITH 2 3/8 MAYHEW JR. BOX	
1		7 7/8" TRI CONE ROCK BIT	
1		SUB- 6 5/8 REG. BOX TO 2 3/8 MHJ PIN	
1		2 3/8 MHJ HOISTING PLUG (MURRAY TYPE)	
1		ALUMINUM MUD TANK-250 GAL.	
1		SUB- BOX TO 2 3/8 MHJ PIN	
		TOTAL , FOB FACTORY	

Mailed to Secured Party

263223

Anne Arundel Co.
A/C 03024-5
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ 25,000.00

If this statement is to be recorded
in land records check here. ☐

Recordation Tax paid to Anne Arundel Co. in the amount of \$175.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Sharp Trucking Co., Inc.

Address 4975 Muddy Creek Road West River, MD 20778

2. SECURED PARTY

Name Credit Alliance Corporation

Address P. O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 175.00
POSTAGE .50
#19537 CTR #01 TL4:57
AUG 7 86

CLERK
7.9

1986 AUG - 7 PM 4:19
CLERK
7.9

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Sharp Trucking Co., Inc.

Mary E. Sharp Pres
(Signature of Debtor)

Mary E. Sharp Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Larry F. Kimmel

(Signature of Secured Party)

Larry F. Kimmel Asst. V.P.

Type or Print Above Signature on Above Line

175-5

CREDIT ALLIANCE CORPORATION

770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 28th day of July, 1986 by and betweenSharp Trucking Co., Inc., having its principal place of business at
4973 Muddy Creek Road West River, MD 20778"Mortgagor" and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personal and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagee may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid Balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Sharp Trucking Co., Inc. (Seal)
Mortgagor

Secretary

By Mary E. Sharp, Pres. (Title)

STATE OF
COUNTY OF

SS

Mary E. Sharp

being duly sworn, deposes and says

1. He is the President of Sharp Trucking Co., Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19 _____

NOTARY PUBLIC

Mary E. Sharp

STATE OF _____, COUNTY OF _____, SS

I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of Sharp Trucking Co., Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

BOOK 501 PAGE 471

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 28, 1986 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Peterbilt Ranger The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	1981 R7012513R	1XP9DN9X9E014650

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Sharp Trucking Co., Inc.

By: _____

By: Mary E. Sharp, Pres.

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 472
Identifying File No. 263224

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6,400.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
RECORD TAX 45.50
POSTAGE 1.00
TOTAL 57.50
AUG 17 1988

1. ~~DEBTOR~~ Lessee

Name La Fontaine Bleu
Address 7514 Ritchie Hwy., Glenburnie, MD 21061

2. ~~SECURED PARTY~~ Lessor

Name Kraft Foodservice
Address One Kraft Court, Glenview, IL 60025
NCS, Inc., 771 Beta Drive, Suite A, Mayfield Village, OH 44143
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

IBM PC/AT computer which includes:

- 1 IBM central processing unit model # 5170239
- 1 IBM monochrome monitor model # 5151001
- 1 IBM keyboard
- 1 IBM PROprinter EPSON 286 - Wide Carriage
- 1 Hayes 1200B modem Smartcom

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of ~~Debtor~~ Lessee

Type or Print Above Name on Above Line

Gregory Hare U.P. of Finance

(Signature of ~~Debtor~~ Lessee

GREGORY HARE U.P. of FINANCE

Type or Print Above Signature on Above Line

Susan Miller

(Signature of ~~Secured Party~~ Lessor

Susan Miller

Type or Print Above Signature on Above Line

11-45.50 52

BOOK 501 PAGE 173

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

together with all accessories, attachments and appurtenances thereto and all substitutions and replacements therefore. Lessee is not authorized to sell, transfer or convey any of the foregoing leased property.

This financing statement relates to leased property that is owned by the lessor and leased to the lessee, and is intended to protect the rights of the lessor.

Gregory Hane
Debtor Lessee

Susan Miller
Secured Party Lessor

2
SHEET No.

(1) Filing Officer Copy—Alphabetical

FORM UCC-E

Mailed to Secured Party

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is *Not* Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Genstar Stone Products Company

(Name or Names—Last Name First)

Executive Plaza IV, Hunt Valley, Maryland 21031

(Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc.

(Name or Names)

4601 Washington Blvd., Baltimore, Maryland 21227

(Address)

3. ASSIGNEE

OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:

1-Rex LoGo-10 Transit Mix Concrete Plant, S/N 1698

RECORD FEE 11.00
 FILING FEE .50
 TOTAL FEE 11.50
 JUN 7 86

1986 JUN -7 PM 4:19

5. Proceeds of collateral are covered hereunder: YES ☐ NO ☐6. Products of collateral are covered hereunder: YES ☐ NO ☐

7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this ☒ 16th day of ☒ June, 19 ☒ 86

DEBTOR:

Genstar Stone Products Company

SECURED PARTY:

McClung-Logan Equipment Co., Inc.By: Thomas B. Logan, Pres.

(Title)

By: Thomas B. Logan, Pres.

Thomas B. Logan, Pres.

(Title)

Mailed to Secured Party

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____

Record Reference _____

1150



BOOK 501 PAGE 475
MARYLAND NATIONAL BANK

We want you to grow.
MEMBER FDIC

263226

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)

Address(es)

Merit Concrete, Inc.

5501 VanDusen Road
P.O. Box 1119
Laurel, Maryland

RECORDED 11-00
POSTAGE .50
20707 AUG 7 1986
AUG 7 86

6. Secured Party

Address

Maryland National Bank

Attention: Chrissie Moore

7474 Greenway Center Drive, Suite 110
Greenbelt, Maryland 20770

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

MERIT CONCRETE, INC.

BY James A. Payne, Jr. (Seal)
James A. Payne, Jr., President

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank

Phillip Kunzelman (Seal)
Phillip Kunzelman
Commercial Loan Officer
Type name and title

1986 AUG -7 PM 4:19

E. AUBREY COLLISON
CLERK



Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hood, George L.
Address 689 Waugh Chaple Road Odenton, Maryland 21113

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 4100 41st Street Brentwood, Maryland 20722
Credit Alliance Corporation P. O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

G. L. CLERK

1986 AUG -7 PM 4:19
F. AUBREY COLLISON
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

George L. Hood

George L. Hood
(Signature of Debtor)

George L. Hood
Type or Print Above Name on Above Line

George L. Hood
(Signature of Debtor)

George L. Hood
Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

Bill Fenwick
(Signature of Secured Party)

Bill Fenwick Pres.

Bill Fenwick Pres.
Type or Print Above Signature on Above Line

ASSIGNMENT

BOOK 501 PAGE 477

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated July 25, 1986 between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and George L. Hood 689 Waugh Chaple Road Odenton, Maryland 21113

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property, it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 107,368.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of July, 1986

Washington Freightliner, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CAL-5

CONDITIONAL SALE CONTRACT NOTE

BOOK 501 PAGE 478

TO: Washington Freightliner, Inc. FROM: George L. Hood
(Seller) (Buyer)
4100 41st Street Brentwood, MD 20722 689 Waugh Chaple Road Odenton, MD 21113
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1986 Freightliner Dump Truck, Model FLC12064S, S/N 1FVXYCY9XGH287276 with 15' R & S Dump Body, S/N 86030359

(1) TIME SALES PRICE \$ 115,318.20
(2) Less DOWN PAYMENT IN CASH \$ 7,950.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 107,368.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 689 Waugh Chaple Road
Odenton, MD 21113

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seven thousand three hundred sixty eight and 20/100

***** Dollars (\$ 107,368.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 10th day of September, 1986, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,789.47 and the final installment being in the amount of \$ 1,789.47

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 25, 1986

Accepted Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

George L. Hood (SEAL)
(Print Name of Buyer-Maker Here)

By: _____

By: _____

Co-Buyer-Maker:

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

1

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Mailed to Secured Party

Date: _____, 19 _____		(SEAL) _____ (Corporate, Partnership or Trade Name or Individual Signature)
_____ (Witness)		By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

} Signature of Seller

263253

BOOK 501 480

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

CO

1. Debtor(s) (Last Name First) and address(es)

Digges, Edward S.
1537 Shpsview Rd
ANNAPOLIS, MD 21401

2. Secured Party(ies) and address(es)

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.
70 Pine Street
New York, New York 10270

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in U.S. Grant Hotel Associates, a California Limited Partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

The UCCS relate to purchase money security interest in general and intangibles.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

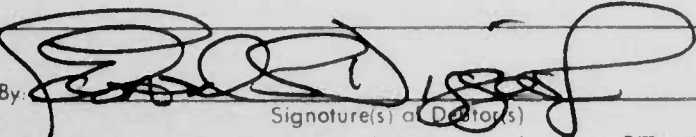
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented:

NATIONAL UNION FIRE INSURANCE OF PITTSBURGH, PA.

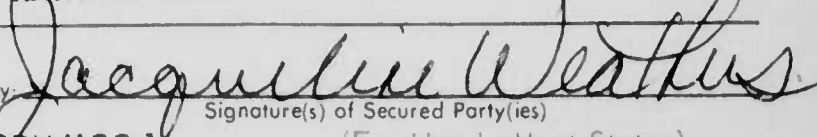
By:



Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

By:



Signature(s) of Secured Party(ies)

(For Use In Most States)

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

G. L.
CLERK

1986 AUG -7 PM 4:19

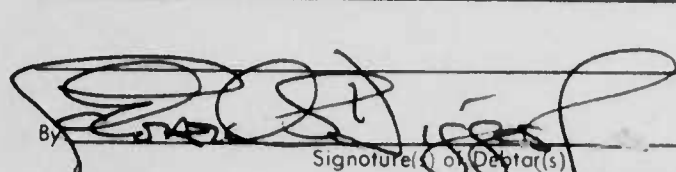
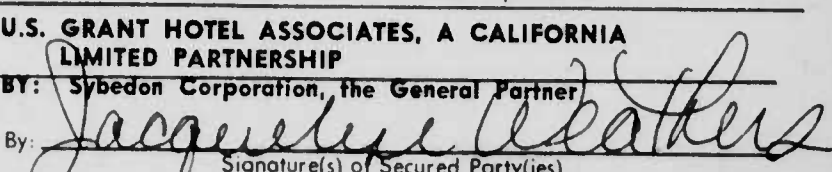
E. AUBREY COLLISON
CLERK

263259

BOOK 501 PAGE 481

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: ~~12~~

1. Debtor(s) (Last Name First) and address(es) Digges, Edward S. 1537 Shipview Rd. Annapolis, MD 21401	2. Secured Party(ies) and address(es) U.S. GRANT HOTEL ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP c/o Sybedon Corporation 1211 Avenue of the Americas Rockefeller Center New York, New York 10036	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 50 5. Assignee(s) of Secured Party and Address(es) 7346 CTH RD 115:10 AUG 7 86
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in U.S. Grant Hotel Associates, a California Limited Partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto. Not subject to Maryland recordation tax. The UCCS relate to purchase money security interest in general and intangibles.		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		

By:  Signature(s) of Debtor(s)	U.S. GRANT HOTEL ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP BY: Sybedon Corporation, the General Partner By:  Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)

Mailed to Secured Party

STATE OF MARYLAND
CLERK OF COURT

1986 AUG -7 PM 4:19

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CONSTANTINO, Frank C. & Marly L.

Address 7 Duncan Ct. Medford, NJ 08055

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St. Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

1978 Trojan 32' Fiberglass Hull #TRJ088990578321
 1978 Crusader Gas Twin 225HP Engines #400335 & 400337

Home Anchorage/Winter: Annapolis, MD

Assignee:
 Society For Savings
 1290 Silas Deane Highway
 Wethersfield, CT 06109

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Frank C. Constantino
 (Signature of Debtor)

Frank C. Constantino

Type or Print Above Name on Above Line

Marly L. Constantino
 (Signature of Debtor)
 Marly L. Constantino
 Type or Print Above Signature on Above Line

AGENT
 (Signature of Secured Party)
 First Commercial Corporation
 Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED
 179

1986 AUG -7 PM 4:19
 E. AUDREY COLLISON
 CLERK

12:50

Anne Arnold
 7/31/86

BOOK 501 PAGE 483

263223

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ 164,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Powercon Corporation
(Name)
1551 Florida Avenue
(Address)
Severn, Maryland 21144

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Catherine T. Lewis
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RECORD FEE 11.00
RECORD TAX 1148.00
POSTAGE 50
#19349 0777 R01 10:15
AUG 7 86

SEE ATTACHED SCHEDULE "A"

1986 AUG - 7 PM 4:20
CLERK
G. L. COLLISON



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

(Seal)
(Seal)
(Signature)
Ralph Siegel, President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)
(Seal)
(Signature)
(Print or Type Name)

11-
1148-
50

Powercon Corporation

BOOK 501 PAGE 484

SCHEDULE "A"

CAT# PEGA 357 ACE STD (NON A/I)
AMADA TURRET PUNCH PRESS CNC-FANUC
CONTROL UNIT 56 STATIONS - THICK TURRET
196 FT OF TAPE STORAGE IN MEMORY WORK
CHUTE
PUNCH ASS'Y JIG
TOOL BALANCE
I/O INTERFACE

Mailed to Secured Party

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GIMBI, Frederic P., Jr. & Linda M.

Address 1520 Perkins Street, Chester, PA 19013

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second Street

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50119350 071 R01 113:16
AUG 7 1986

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1986 28' Wellcraft fiberglass hull #WELK0036D686

1986 Twin 260 HP Mercury gas engine #OB410603 & OB410244

Home anchorage/winter: Pasadena, MD

ASSIGNEE:

SOCIETY FOR SAVINGS

1290 Silas Deane Highway--

Wethersfield, CT 06109

CHECK IN THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Frederic P. Gimbi, Jr.
(Signature of Debtor)

Frederic P. Gimbi, Jr.

Type or Print Above Name on Above Line

Linda M. Gimbi
(Signature of Debtor)

Linda M. Gimbi

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED
CLERK

1986 AUG -7 PM 4:20

E. AUDREY COLLISON
CLERK

1870

Anne
Arndel
7/31/86

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 501 PAGE 486

DATE: July 16, 1986

263230

(^x) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(S): Edward G. Beck, Jr.
t/a Davidsonville Welding and Fabrication
1277 Doublegate Road
ADDRESS: Davidsonville, Md. 21035

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1 Scotchman Iron Machine, Model 9012-24
1 Single Phase motor #13015
1 Channel Shear
1 17/32 Punch and Die
1 Pipe Notcher
1 1/2 Upper and lower die
1 Blank Jam nut.
plus accessories

RECEIVED 12.00
POSTAGE .50
17702 OTT RM 115:17
AUG 7 86

DEBTOR(S): Edward G. Beck, Jr.
T/A Davidsonville Welding and Fabrication
By: [Signature]
Edward G. Beck, Jr.

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: [Signature]
(Authorized Signature)
Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1250

BOOK 501 PAGE 487

262231

1 Debtor(s) (Last Name First) and Address(es) Otis Lee Smith dba/ Smith Marine Repair 304 Zepplan Ave. Baltimore, Maryland 21225		2 Secured Party(ies) and Address(es) Motorola C & E, Inc. P.O. box 8788 BWI Airport, MD 21240	3 Maturity date (if any): <u>End of Aug</u> For Filing Officer (Date, Time, Number, and Filing Office) <u>A.A.C.O.</u>
4 This financing statement covers the following types (or items) of property: ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR. "NOT SUBJECT TO RECORDATION TAX"			5 Assignee(s) of Secured Party and Address(es) Associates Capital Svc. Corp 7240 Parkway Drive Ste 140 Hanover, MD 21076
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.			
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:			
Filed with:			
Smith's Marine Repair By: <u>Otis Lee Smith</u> Otis Lee Smith Signature(s) of Debtors) Owner Filing Officer Copy-Alphabetical		Motorola C & E, Inc. By: <u>Lise Mangerie</u> Lise Mangerie Signature(s) of Secured Party(ies) Contract Specialist	

603469 Rev. 12-80

Mailed to Secured Party



1986 AUG -7 PM 4:20
E. MURPHY COLLISON
CLERK

Secured Party

263232

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax☐ To be Recorded in Land Records (For Fixtures Only).☒ Subject to Recordation Tax; Principal

Amount is \$ 23,124.58

Name of DebtorAddress

Victor M. Plavner, M.D.

1521 Ritchie Hwy.
Arnold, MD 21012

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
-
- (the collateral):

Q-Stress System, consisting of:

- 1 new Q3000, 115 volt monitor, Model #1789
-
- 1 new Q65 heavy duty treadmill, Model #785
-
- 1 new Synchronous Defibrillator, Model #617A

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
-
- following real estate:

- 3.
- ☒
- Proceeds } of the collateral are also specifically covered.
-
- ☐
- Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
-
- address stated.

Debtor (or Assignor)

✓ Victor M. Plavner
Victor M. Plavner, M.D.

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLANDRECORD FEE 11.00
RECORD TAX 164.50
POSTAGE .50
#32698 0237 R02 109:36
AUG 8 86

BY

R. Michael Shymansky
R. Michael Shymansky - Assistant Vice-Pres.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to 501

11-
16450-
8

STATE OF MARYLAND

BOOK 501 PAGE 489

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 203236

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 6/23/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C/E Qualitech, Inc. d/b/a Qualitech Computer CenterAddress 410 Severn Ave., Bldg. A, Suite 304B, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National BankAddress 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payment, and general intangibles now owned or hereafter acquired by debtor and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment and general intangibles.

RECEIVED FEE
POSTAGE
12.00
50
JUN 23 1986
JUN 23 1986
JUN 23 1986

1986 JUN 23 AM 9:08

E AUBREY COLLISON
CLERKCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

⑥ C/E Qualitech, Inc.

⑦ d/b/a Qualitech Computer Center

C/E Qualitech, Inc.
(Signature of Debtor)C/E Qualitech, Inc.
Type or Print Above Name on Above LineJon Harris, President
(Signature of Debtor)Jon Harris, President
Type or Print Above Signature on Above Line

Mailed to Secured Party

Bay National Bank

Lee M. Donovan
(Signature of Secured Party)

Lee M. Donovan, President

Type or Print Above Signature on Above Line

1200
50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax☐ Subject to Recordation Tax; Principal Amount is \$ _____☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).DEBTOR

Craig L. Siebert

 (Name)
 192 Duke of Gloucester

 (Address)
 Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Nick Lambrow

 (Name of Loan Officer)
 18 West Street

 (Address)
 Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary).

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Craig L. Siebert (Seal)

 Craig L. Siebert (Seal)

 (Signature)

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

_____ (Seal)
 _____ (Seal)
 _____ (Signature)

 (Print or Type Name)

Mailed to Secured Party

RECORD FEE 11.00
 POSTAGE .50
 871291 1985 JUN 20 11:53
 JUN 20 86

BOOK 501 PAGE 491
FINANCING STATEMENT

203215

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$500,000.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

Charles Brothers, Inc.

ADDRESS:

2614 Annapolis Road
Severn, Maryland

NAME OF SECURED PARTY:

John Hanson Savings and Loan, Inc.

TRUSTEES:

Gerald A. Cousar, Jr.
Charles A. Dukes, Jr.
Jerry D. Whitlock

RECORD FEE 11.00
POSTAGE .50
1986 AUG 8 11:19 AM
ANNE ARUNDEL COUNTY

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property:

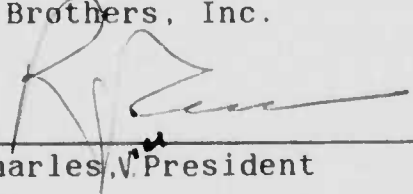
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

11
25

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Lot 3 SEVERN SQUARE SHOPPING CENTER and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: August 1, 1986

Charles Brothers, Inc.

By:  (SEAL)
Rajan Charles, V. President

Mailed to Secured Party

FTG-6631-A

BOOK 501 PAGE 493

203286

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: Edward Daniel Schumann

PROPERTY ADDRESS: 1114 Riverboat Court

Annapolis, Maryland 21901

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: August 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Range/oven, Refrig., Dishwasher, W/W carpet.

RECORD FEE 11.00
POSTAGE 1.50
#17579 CWS R01 T09157
AUG 11 86



The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated July 3, 1986, from Edward Daniel Schumann to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

SECURED PARTY:

THE LOMAS & NETTLETON COMPANY
7890 Backlick Road, Suite 230

DEBTORS:

Edward Daniel Schumann
Edward Daniel Schumann
by [signature] Attorney in fact

BY:

[signature]

11.00
2

FIRST AMERICAN SAVINGS and Loan Association

FSLIC

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for

Anne Arundel County, Maryland, ~~Virginia~~, for filing pursuant to the

Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#32869 C040 R02 11:20
AUG 11 86

1. Name of Debtor Address
Willie L. Montgomery 1820 LaSalle Place
Yolonda D. Montgomery Severn, Maryland 21144
2. Name of Secured Party Address
FIRST AMERICAN SAVINGS AND 13448 Jefferson Davis Highway
LOAN ASSOCIATION Woodbridge, Virginia 22191
3. This financing statement covers the following items of property:
Range, REfrigerator, Dishwasher, Vent Fan, Wall to Wall Carpet
Heat Pump
4. This financing statement is not subject to a Recordation Tax.
5. This financing statement is intended to evidence among the Financing
Records the encumbrance of the items listed herein by a Deed of Trust
from aforesaid debtors securing the aforesaid secured party, dated
July 22, 1986, and recorded herewith (or
prior hereto) among the Land Records of Anne Arundel County, ~~XXXXXX~~
Maryland.

Executed this 22nd day of July, 19 86

Debtors

Willie L. Montgomery
Willie L. Montgomery
Yolonda D. Montgomery
Yolonda D. Montgomery

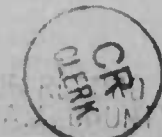
Secured Party

FIRST AMERICAN SAVINGS AND
LOAN ASSOCIATION

By: Taney H. Hedin

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228



1986 AUG 11 AM 11:42

12.3

STATE OF MARYLAND

BOOK 501 PAGE 495

Financing Records
Anne Arundel Co.

05235/95

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 413 FOLIO 244 ON ~~XXXXXX~~ ^{August 20, 1979} ~~XXXXXX~~ (DATE) 263283

1. DEBTOR

Annapolis Roads Apartment Company,
Name a Maryland General Partnership
Address 1006-1016 Tallwood Rd., Annapolis, MD

2. SECURED PARTY

Commonweath of Pennsylvania
Name School Employes' Retirement Fund
c/o Fidelity Bank
Address P.O. Box 1300, Philadelphia, PA 19105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT**A. Continuation** ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.**B. Partial Release** ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:**C. Assignment** ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:**D. Other:** ☐
(Indicate whether amendment, termination, etc.)

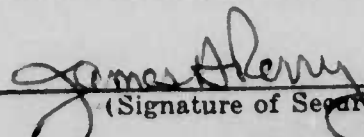
Assignee:

Security Pacific National Trust Company (New York),
as Trustee, c/o Merrill Lynch Huntoon Paige Inc.
Two Broadway, 20th Floor, New York, N.Y. 10004RECORD FEE 10.00
POSTAGE .50
#32920 C055 R02 T12:21
AUG 11 86

After Recordation Return To:

Merrill Lynch Huntoon Paige Inc.
Two Broadway - 20th Floor
New York, New York 10004
Attn: Loan Administration

Dated April 25, 1986

COMMONWEALTH OF PENNSYLVANIA
SCHOOL EMPLOYES' RETIREMENT FUND
(Signature of Secured Party)

James A. Perry, Exec. Dir.

Type or Print Above Name on Above Line

To be recorded Not subject to recordation
(1) in the Land Records tax
of Anne Arundel County; Principal amount is
(2) in the Financing Statement \$260,000.00
Records of Anne Arundel
County; and
(3) with the State Department of
Assessments and Taxation.

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Mailing Address of Debtor:
JOHN F. PILLI & SONS, P. O. Box 88
INC. Millersville, Maryland
21108
2. Secured Party: Address of Secured Party:

STERLING SAVINGS ASSOCIATION, 106 Old Court Road
a savings and loan associa- Pikesville, Maryland 21208
tion organized and existing
under the law of Maryland,

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

RECORD FEE 13.00
POSTAGE .50
AUG 11 1986
R01 T11:44

1350

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Gregory L. Reed and Charles D. Frazer, trustees for Sterling Savings Association, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Savings Association.

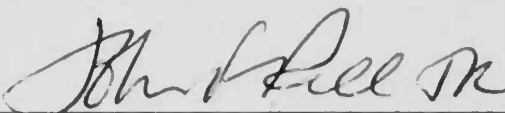
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$260,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

JOHN F. PILLI & SONS, INC., a
corporation organized and
existing under the law of
Maryland.

by 

Vice John F. Pilli, Jr.,
President

Date: June 30, 1986

To the Filing Officer: After this Statement has been recorded, please mail the same to United Title, Inc., 523 Benfield Road, Severna Park, Maryland 21146.

FINANCING STATEMENT

by

JOHN F. PILLI & SONS, INC., Debtor

and

STERLING SAVINGS ASSOCIATION, Secured Party

EXHIBIT A

Description of land

501 499

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Warren Holland

Name or Names—Print or Type

1323 Cape St. Clair Road Annapolis A.A. Co. MD 21401

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Arundel Mortgage

Name or Names—Print or Type

79 West Street, Annapolis A.A. Co. MD 21401

Address—Street No., City - County State Zip Code

RECORD FEE 11.00

POSTAGE .50

117712 201 114:28

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory. 2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.

~~XXXXXX have described personal property is to be offered to bank property describe real property~~
3. All the debtor's interest in the Ocean City Associates General Partnership.

4. All the debtor's interest in any proceeds from the settlement of the claim of Estate of Ramona Richner vs. the United States Army, et al.

5. All wages earned by the debtor or any other compensation or proceeds of any lawsuit received by the debtor.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

Warren Holland
(Signature of Debtor)

Warren Holland
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Arundel Mortgage

By: Alan Bernstein
(Company, if applicable)

Alan Bernstein Pres
(Signature of Secured Party)

Alan Bernstein Pres
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

LJWS Bros. Form F-1

Bernstein & Feldman, P.A.
P. O. Box 591
Annapolis, Md 21404-0591

BOOK 501 PAGE 500

263201

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: BARNETT, Harris and Susan E.

PROPERTY ADDRESS: 351 Westbury Drive

Riva, Maryland 21140

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: September 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Refrigerator, Range/oven, Disposal, Dishwasher, Fan/hood, Microwave,
Central Air

RECORD FEE 12.00
POSTAGE .50
#1985 CTT R01 T12:07
AUG 12 86

The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated August 5, 1986, from Harris Barnett & Susan E. Barnett to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

SECURED PARTY:

DEBTORS:

THE LOMAS & NETTLETON COMPANY

7890 Backlick Road, Suite 230
Springfield, Virginia 22150

BY: Sally Swindle
Sally Swindle

Harris Barnett
Harris Barnett

Susan E. Barnett
Susan E. Barnett

12/20
1986 AUG 12 PM 12:10
E. AUBREY COLLISON
CLERK

BOOK 501 PAGE 501

203202

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax Of \$
On Principal Amount Of \$60,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel County,
Maryland Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

POINTFIELD BUILDERS, INC.
P.O. Box 507
Severna Park, Maryland 21146

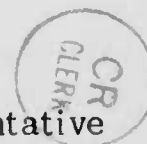
Attn: W. Calvin Gray, Jr.
President

RECORD FEE 13.00
POSTAGE .50
#1935 0777 001 113.35
AUG 12 86

2. **SECURED PARTY:**

**BALTIMORE FEDERAL
FINANCIAL, F.S.A.**
300 East Lombard Street
Baltimore, Maryland 21202

Attn: Sean E.L. Russell
Real Estate Finance Representative



3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- 13.50
- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

1986 AUG 12 PM 1:45

F. AUBREY COLLISON Page 1 of 3 Pages
CLERK

property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and

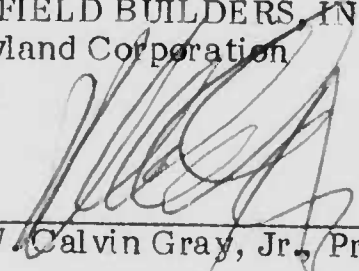
BOOK 501 PAGE 503

recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

POINTFIELD BUILDERS, INC.,
A Maryland Corporation

By:  (SEAL)
W. Calvin Gray, Jr., President

Date: August 8, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Jan M. Greenspan
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BRL) 5704

P-00.95

BOOK 501 PAGE 504

203233

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax Of \$
On Principal Amount Of \$60,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel County,
Maryland Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

POINTFIELD BUILDERS, INC.
P.O. Box 507
Severna Park, Maryland 21146

Attn: W. Calvin Gray, Jr.
President

2. **SECURED PARTY:**

**BALTIMORE FEDERAL
FINANCIAL, F.S.A.**
300 East Lombard Street
Baltimore, Maryland 21202

RECORD FEE 17.00
POSTAGE 50
#19841 C777 R01 713:38
AUG 12 88

Attn: Sean E.L. Russell
Real Estate Finance Representative

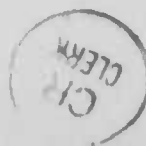
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- 1750
- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

1986 AUG 12 PM 1:45

E. AUBREY COLLISON
CLERK

Page 1 of 3 Pages



property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and

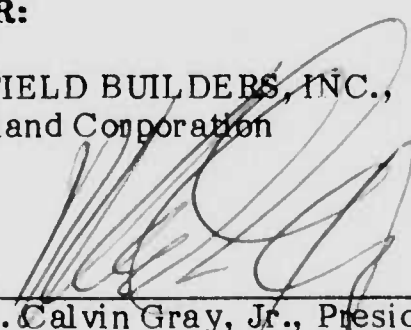
BOOK 501 PAGE 506

recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

POINTFIELD BUILDERS, INC.,
A Maryland Corporation

By:  (SEAL)
W. Calvin Gray, Jr., President

Date: August 4, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Jan M. Greenspan
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BRL) 5703

P-00.96

BOOK 501 PAGE 507

EXHIBIT "A"

BEING known and designated as Lot 7, as shown on a Plat entitled, "STEWARTS PURCHASE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 89, folio 7.

P-00.95

263204

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of \$ 224,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5 Debtor(s) Name(s)
 Stanley E. Goldman
 Evie S. Goldman
 Maxwell Reinstein
 Lois A. Reinstein

Address(es):

1994 Moreland Parkway, Suite 1B
 Annapolis, Maryland 21401

RECORD FEE 14.00
 POSTAGE .50
 #33015 0040 R02 113:56
 AUG 12 86

6 Secured Party:
 MARYLAND NATIONAL BANK
 Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division
 10 Light Street
 Fifth Floor
 Baltimore, Maryland 21202

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 12, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Stanley E. Goldman

Evie S. Goldman

Maxwell Reinstein

Lois A. Reinstein

Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Secured Party:
MARYLAND NATIONAL BANK

By:

Charles S. Fitzgerald
 Vice President

Type name and title

853-R ED 1-85

1986 AUG 12 PM 1:59

E. AUBREY COLLISON
CLERKCP
CLERK

File No.

Policy No.

LEGAL DESCRIPTION

Unit No. 125, in Building 14, being known and designated as 13A Heritage Court
Unit No. 126, in Building 14, being known and designated as 13B Heritage Court
Unit No. 127, in Building 14, being known and designated as 15A Heritage Court
Unit No. 128, in Building 14, being known and designated as 15B Heritage Court
Unit No. 129, in Building 14, being known and designated as 17A Heritage Court
Unit No. 130, in Building 14, being known and designated as 17B Heritage Court
Unit No. 131, in Building 14, being known and designated as 19A Heritage Court
Unit No. 132, in Building 14, being known and designated as 19B Heritage Court

in the Horizontal Property Regime known as HILLTOP VILLAGE CONDOMINIUM, as the same is established by a Condominium Declaration dated August 18, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3334, folio 238 and as shown on a Plat(s) of Condominium recorded in Plat Book No. 18 as pages 39 through 50, and Plat Book No. 19, pages 1 through 12, recorded as aforesaid.

Together with , as to each unit, an undivided 1/142 interest in the common elements of said Condominium, and the rights, ways, and easements appurtenant thereto, all as set out in the Condominium Declaration.

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
BEVERNA PARK, MD. 21140

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 428Page No. 84Identification No. 233752Dated August 11, 1980

1. Debtor(s) { Donald and Linda L. Stolkovich
 Name or Names—Print or Type
242 Cinmar Road, Glen Burnie, MD 21061 (A.A.Co.)
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 12.00
 POSTAGE .50
 #15887 CME R01 T15450

AUG 12 86

Dated: July 21, 1986Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

LAWYERS TITLE INSURANCE CORP.
 114 E. LEXINGTON STREET
 THIRD FLOOR
 BALTIMORE, MARYLAND 21202

1986 AUG 12 PM 04
 Q.L. CLEW

128641

BOOK 501 PAGE 511

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 475 Page No. 364
Identification No. 252923 Dated 7/27/84

1. Debtor(s) Carroll W. Timmons and Jane L. Timmons
Name or Names—Print or Type
605 West Dr., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

RECORD FEE 10.00
POSTAGE .50

#17865 CM5 R01 T14#56

JUL 21 1986

Dated: _____
Sears, Roebuck and Company AUG 12 86
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1986 AUG 12 PM 4:26
J.D. ALTHOUSE
CREDIT CENTRAL



FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s):

Address(es):

Capitol Title Insurance
Agency, Inc.2101 Defense Highway, Crofton, Maryland 21114
540 Ritchie Highway, Severna Park, Maryland 21146

6. Secured Party: Maryland National Bank

Address: Department: Maryland National BankAttention: Barbara NewellPost Office Box 987, Mailstop 500-501

Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Capitol Title Insurance
Agency, Inc.

Secured Party: Maryland National Bank

By: Andrew G. Levy (Seal)

Type name and title, if any

Vice President

By: _____ (Seal)

Type name and title, if any

By: Maryland National Bank (Seal)Barbara A. NewellType name and title Barbara A. Newell

MARYLAND NATIONAL BANK

1986

1986 AUG 13 AM 10:07

E. AUDREY COLLISON
CLERK

11.00
1.00
AUG 13 1986

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County & Dept. of Assessments & Taxation
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Anne Arundel County Court paid upon recordation of Deed of Trust
5. Debtor(s) Name(s): _____ Address(es): _____

Maryland Manor of Glen Burnie, Inc. 7575 North Howard Street
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department: Regional Office
Post Office Box 987, Main Stop Church Circle Branch
Attention: Maureen T. Konschnik XXXXXX XXXXXX XXXX Annapolis, MD 21401
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☒ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is Maryland Manor of Glen Burnie, Inc.
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Maryland Manor of Glen Burnie, Inc. Secured Party: Maryland National Bank

By: Carl A. Brunetto (Seal)
Type name and title (if any)
Carl A. Brunetto, President

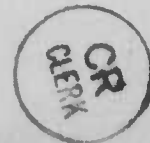
By: Martin L. Doordan (Seal)
Type name and title (if any)
Martin L. Doordan, Vice President

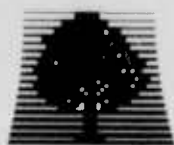
By: Maureen S. Konschnik (Seal)
Type name and title (if any)
Maureen T. Konschnik
Assistant Vice President

RECEIVED FOR RECORD
CLERK OF ANNE ARUNDEL COUNTY

1986 AUG 13 AM 10:08

E. AUBREY COLLISON
CLERK





MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

263297

BOOK 501 PAGE 514

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
Baltimore Tank Lines, Inc. 180 Eighth Ave.
Glen Burnie, Maryland 21061

6. Secured Party Address
Maryland National Bank 7310 Ritchie Highway
Attention: Faye Hughes Glen Burnie, Maryland 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Baltimore Tank Lines, Inc.

Gordon Westkamp (Seal)
Gordon Westkamp, President

Eli Fleming (Seal)
Eli Fleming, Secretary

____ (Seal)

____ (Seal)

Secured Party
Maryland National Bank

M. Faye Hughes, Sr. (Seal)

M. Faye Hughes, Sr. Branch Officer
Type name and title

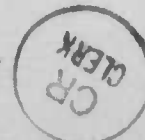
Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED LAND RECORDS
ANNE ARUNDEL COUNTY

1986 AUG 13 AM 10:08

E. AUBREY COLLISON
CLERK



SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a

Financing Statement/Security Agreement

Disc Capacity Controller 35MB
Mag Tape Cartridge Data Only
300 LPM Printer w/controller
64KB Memory

203298

BOOK 501 PAGE 516

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
Vincenzo Pasqualucci

Address:
25 Randall Street
Annapolis, Maryland 21401

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

RECORD FEE 13.00
POSTAGE .50

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

612

BOOK 501 PAGE 517

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

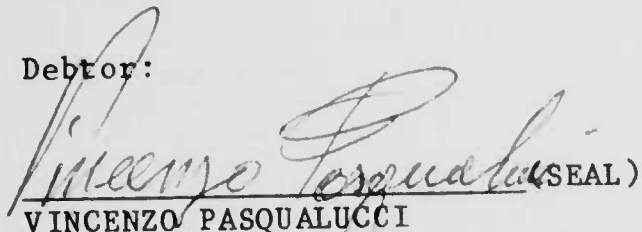
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as commercial and rental space.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

 (SEAL)
VINCENZO PASQUALUCCI

Dated: August 8, 1986

MR. CLERK:

Please return to:



David S. Bruce, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

EXHIBIT A

ALL that part and parcel of land located in the Sixth Election District, Annapolis, Anne Arundel County, Maryland to wit:

BEGINNING for the same at the southeast corner of Randall and Prince George Streets and running with the South side of Prince George Street in an easterly direction fifty-one (51) feet to the lines of John Mason's property, thence with said line of said property in a southernly direction fifty-four (54) feet to a point, thence westwardly and in a line parallel with Prince George Street, fifty-one (51) feet to the lines of Randall Street, and thence with the ease line of said street northwardly fifty-four (54) feet to the corner and place of beginning. SAVING AND EXCEPTING all that property recorded in Liber 46, folio 321.

BEING the same property conveyed to Vincenzo Pasqualucci by Deed dated February 2, 1977, from Diane Scates, Loring Wilson and Clarence J. Wilson, and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2931 Folio 201.

BOOK 501 PAGE 519

263299

TO BE RECORDED:

- ____ Among the Land Records of Anne Arundel County, Maryland
- X Among the Financing Statement Records of Anne Arundel County, Maryland
- ____ Among the Records of the State Department of Assessments and Taxation of Maryland
- ____ Among the Financing Statement Records of Baltimore City, Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$6,833,500

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same loan.

FINANCING STATEMENT

- | | |
|--|--|
| 1. Debtor: | Address: |
| Annapolis Roads Section 3
Limited Partnership | 715 St. Paul Street
Baltimore, Maryland 21202 |
| 2. Secured Parties: | |
| Maryland National Mortgage
Corporation | 32 South Street
Baltimore, Maryland 21202 |
| 3. Maturity Date of Obligation | November 1, 2027 |
| 4. This Financing Statement Covers: | |

RECORD FEE 18.00
POSTAGE .50

#33176 C055 R02 113:41
AUG 13 86

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

1800
50

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust (the "Deed of Trust") of even date herewith given by Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland to secure an indebtedness by the Debtor to secured party and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

Annapolis Roads Section 3 Limited Partnership

By:

Harry D. Myerberg,
General Partner

Dated: August 13, 1986

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Kevin J. Kelehan, Esquire
Reese and Carney
10715 Charter Drive
Columbia, MD. 21043
42208/8221

SCHEDULE A

METES AND BOUNDS DESCRIPTION

SECTION 3

ANNAPOLIS ROADS APARTMENTS

SIXTH ELECTION DISTRICT

CITY OF ANNAPOLIS

ANNE ARUNDEL COUNTY, MARYLAND

Being known and designated as Section 3 "Annapolis Roads Apartments" and being a part of the same land which by deed dated December 6, 1973 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G. L. 2644 at Folio 175 was conveyed by Stanley Rosensweig, et al, to Annapolis Roads Apartment Company, a Maryland Co-Partnership, and being more particularly described as follows:

Beginning for the same at a point where the northerly side of Claibourne Road (40 feet wide) intersects the most easterly line of Section 1A "Annapolis Roads Apartments" as per plat thereof recorded among the plat records of Anne Arundel County, Maryland as Plat 3019 in Book 56, Page 44, thence leaving said road and running in reversal with the lines of Section 1A and also with the perimeter of Section 3 the following two (2) courses and distances

1. North 18°24'39" West, 201.02 feet to a point, thence
2. South 83°47'49" West, 837.46 feet to a point, thence said point also being the beginning of the sixth line of Schedule A of deed recorded in Liber W.G.L. 2644 at Folio 175 and running with the lines of said Schedule A the following nine (9) courses and distances
3. North 12°24'20" East, 661.11 feet to a point, thence

4. South 76°05'40" East, 725.70 feet to a point, thence
5. South 68°25'30" East, 332.67 feet to a point, thence
6. South 23°00'10" East, 358.79 feet to a point, thence
7. South 34°40'00" East, 130.00 feet to a point, thence continuing along said northern side of Claibourne Road
8. South 80°50'00" West, 180.28 feet to a point of curvature, thence
9. 55.90 feet along the arc of a curve deflecting to the right having a radius of 62.23 feet and a chord bearing and distance of North 73°25'50" West, 54.04 feet to a point of tangency, thence
10. North 47°41'38" West, 25.50 feet to a point, thence
11. North 83°59'41" West, 135.74 feet to a point, thence for a portion of Line 16 of the aforementioned Schedule A
12. South 71°35'21" West, 95.17 feet to the Point of Beginning, containing 13.6821 acres of land.

SUBJECT to any and all easements, rights-of-way or covenants of record.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482 Page No. 574
 Identification No. 255731 Dated Feb. 26, 1985

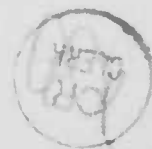
1. Debtor(s) Bernstein & Feldman P.A.
79 West St. Annapolis, Md. 21401
 Address — Street No., City - County State Zip Code

2. Secured Party First National Bank of Md.
83 Forest Plaza Annapolis, Md. 21401
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
 POSTAGE .50
 #20121 CTT 001 T09105
 85

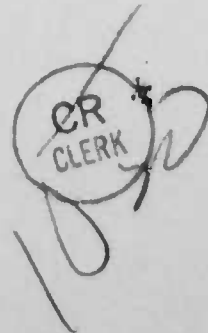


1986 AUG 14 PM 10:10
 01:01:10
 1986 AUG 14 PM 10:10
 01:01:10

Dated: August 1, 1986

First National Bank of Md.
N. S. Governale
 (Name of Secured Party)
[Signature]
 (Signature of Secured Party)
Senior Loan Acct. Executive
 Type or Print (Include Title if Company)

Bernstein & Feldman, P.A.
 P. O. Box 591
 Annapolis, Md 21404-0591



BOOK 501 PAGE 521

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

July 30th 1986

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 251513 Dated March 30th, 1984

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Lawrence J. Cavaiola and Maureen H. Cavaiola

ADDRESS 22 Emerson Road

Serverna Park, MD 21146

RECORD FEE 10.00
POSTAGE 50
#33275 C345 R02 T13:54
AUG 14 86

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By:

Robert P. Strassheim
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

1986 AUG 14 PM 1:56
CLERK COLLISON



10.00
2

LIBER - 495 PAGE 500 STATE OF MARYLAND
FINANCING STATEMENT

BOOK 501 PAGE 525
FORM UCC-1

Anne Arundel Cty. Md.
Identifying File No. 260723

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name WARD MANUFACTURING, INC.

Address c/o Don Klapproth Sales Agency
2524 Carrollton Road, Annapolis, Maryland 21403

2. SECURED PARTY

Name MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION

Address Princeton Meadows Office Center

Plainsboro Road, Plainsboro, NJ 08536

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE EXHIBIT A ANNEXED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF

Name and address of Assignee

THIS INSTRUMENT IS BEING RE*RECORDED TO ADD
EXHIBIT A

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

WARD ~~MANUFACTURING~~ MANUFACTURING, INC.

By: Bruce F. Eilenberger Pres
(Signature of Debtor)

BRUCE F. EILENBERGER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARYLAND NATIONAL INDUSTRIAL
FINANCE CORPORATION

By: Daniel J. Kuan
(Signature of Secured Party)

DANIEL J. KUAN attorney in fact
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#28207 0777 R01 T15:09
MAR 10 86

RECORD FEE 11.00
POSTAGE .50
#20252 0345 R01 T14:01
MAR 14 86

1986 MAR 10 PM 3:10
E. AUBREY COLLISON
CLERK

1986 MAR 10 PM 4:05
E. AUBREY COLLISON
CLERK

CR
1986 MAR 10 PM 4:05
E. AUBREY COLLISON
CLERK

RECORDED

EXHIBIT A

Exhibit (A to UCC-1 Financing Statement by and between
Ward Manufacturing, Inc., Debtor and Maryland National Industrial
Finance Corporation, Secured Party.

BOOK 501 PAGE 526

The collateral shall consist of:

(i) All Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments (the "Receivables"); all Debtor's right, title and interest, and all of Debtor's rights, remedies, security and liens, in, to and in respect of the Receivables, including without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Receivables, deposits or other security for the obligation of any account debtor, and credit and other insurance; all Debtor's right, title and interest in, to and in respect to, or otherwise representing or evidencing any Receivables, and all returned, reclaimed or repossessed goods; all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to the Receivables.

(ii) All raw materials, work in process, finished goods and all other inventory of whatsoever kind or nature, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and all Debtor's right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired (the "Inventory"); and all books, records and other property and general intangibles at any time relating to the Inventory.

~~(iii) All machinery, equipment, spare parts, vehicles, furniture and fixtures, including, without limitation, dies, tools, jigs and molds, all warranties by third parties relating thereto, and all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired (the "Equipment"); and all books, records and other property and general intangibles at any time relating to the Equipment.~~

(iv) All patents, trademarks, trade names and copyrights, whether now owned or hereafter acquired by Debtor; and all books, records and other property and general intangibles (including tax refunds) at any time relating thereto including, without limitation, all rights to royalties and other rights under license and ~~franchise agreements.~~

(v) All products and proceeds of all of the foregoing, in any form, including, without limitation, any claim against third parties for loss or damage to or destruction of any or all of the foregoing.

Debtor: WARD MANUFACTURING,
INC.

MARYLAND NATIONAL INDUSTRIAL FINANCE
CORPORATION

By: Mace F. Elinberger Pres

By: Daniel Kraus 9/1/77 for my file

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

DON'S DELI CATERING, INC.
7201 Standard Drive
Hanover, MD 21076

DONALD SREBROSKI and JOANN SREBROSKI,
his wife
861 South Shore Drive
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY:

GRAPE JELLI DELLI, INC.
9003 Sidelong Place, Columbia, MD 21045

3. This Financing Statement covers all:

- ☒ Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- ☒ Inventory, raw materials, etc., including after acquired and proceeds.
- ☒ Accounts, including after acquired, and proceeds.
- ☐ Contract rights, including after acquired, and proceeds.
- ☐ Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- ☐ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- ☐

RECORD FEE 13.00
RECORD TAX 175.00
POSTAGE 1.50
TOTAL 190.00
AUG 14 1986

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is ☐ , is not ☒ exempt from the recordation tax.
Principal amount of the Debt is \$25,000.00

DEBTOR:

DON'S DELI CATERING, INC.

BY: Donald Srebroski (SEAL)
President

Donald Srebroski (SEAL)
Donald M. Srebroski

Joann P. Srebroski (SEAL)
Joann P. Srebroski

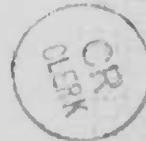
SECURED PARTY:

GRAPE JELLI DELLI, INC.

BY: _____ (SEAL)
President

AFTER RECORDATION RETURN TO:

James L. Mayer
8293 Main Street
Ellicott City, MD 21043



1986 AUG 14 PM 4:09

NOTARIAL CLERK

13-
175-
50



UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 45

Page No. 98

Identification No. 29486

Dated 6/16/86

1. Debtor(s) { WILLIAM EUGENE CROTHERS and ANNA CROTHERS, his wife
Name or Names - Print or Type
- { 106 Ralph Road Glen Burnie, Maryland 21061
Address - Street No., City - County State Zip Code
2. Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage Corporation
Name or Names - Print or Type
- { 7801 York Road Baltimore, Maryland 21204
Address - Street No., City - County State Zip Code
3. Maturity Date (if any) October 1, 1995
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

1986 AUG 14 PM 4:24
 CLERK
 CR
 CLERK

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 16th Day of June 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

Hilda M. Benny

Hilda M. Benny

Nancy L. Shauk

Nancy L. Shauk, Vice President

Richard N. Schmertzler

Richard N. Schmertzler, Vice President

As His "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County
 Liber 3380, Folio 606.)

Howard M. Dillow Jr

106 RALPH RD

GLEN BURNIE MD

21061

1000
P

RECORD FEE 10.00
 POSTAGE 50
 #33307 C055 R02 115433
 AUG 14 86

203303

1986 AUG 13 PM 3:27
CLERK OF COURT
ANNE ARUNDEL COUNTYFINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. X To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.
4. X Subject to Recordation Tax on an initial debt in the principal amount of \$49,659.68. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5.	Debtor(s) Name(s)	Address(es)
	Robert F. Beall Janet S. Beall	365 Md. Rt. 3 No. Millersville, Maryland 21108
6.	Secured Party	Address
	First National Bank of Maryland	18 West St. Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. This is limited to items which are affixed or which are to be affixed to the real estate.

8. All or a portion of the property described above is affixed or is to be affixed to or on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

Robert F. Beall

Janet S. Beall

SECURED PARTY:

First National Bank of Maryland

By:

Susan E. Haley
Regional Loan Officer

RECORD FEE 12.00
POSTAGE .50
#33204 C055 R02 115:25
AUG 13 86

Address where Collateral
will be located:

.051 Acres on
Northbound Lane Rt. 3
Annapolis, Maryland 21401

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,
P.O. Box 868, Annapolis, Maryland 21404.

MWO--8

12/50

SCHEDULE A

BEGINNING for the same at an iron pipe now set in the southeasternmost right of way line of the northbound lane of Maryland Route #3 as shown on the State Roads Commission of Maryland Plat No. 16651, distant North $31^{\circ} 57'$ East 32.2 feet and South $79^{\circ} 50'$ East 21.17 feet from an iron axle there found at the beginning of the conveyance by the Continental Realty Company to William A. Dorr and wife by deed dated November 26, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 656, folio 238; said axle also being at the beginning of the South $79^{\circ} 50'$ East 385.95 foot line of the conveyance by Joshua B. Colvin and wife to William A. Dorr and wife by deed dated October 28, 1941 and recorded among the Land Records of Anne Arundel County in Liber, J.H.H. No. 246, folio 463; thence leaving said beginning point so fixed and running through part of said two conveyances to Dorr with said southeasternmost right of way line with a curve to the right having a radius of 1185.92 feet, an arc of 64.30 feet; said arc having a chord of South $36^{\circ} 09'$ West 64.39 feet, and South $29^{\circ} 16' 40''$ West 86.33 feet to an iron pipe now set; thence leaving said right of way line of said Northbound Lane and running South $79^{\circ} 50'$ East 185.31 feet to an iron pipe now set; thence North $10^{\circ} 10'$ East 139.45 feet to an iron pipe now set and North $79^{\circ} 50'$ West 128.83 feet to the place of beginning. Containing 0.51 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in July 1962.

Mail to

Frost Hall Bank

BOOK 501 PAGE 531

25:6 HU 8-2009851

263233

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Automotive Accents, Ltd. 601 D & E Hammonds Ferry Road Linthicum, Maryland 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: James A. Shimer Assistant Vice President <u>Return to Secured Party</u>
--	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of restyling automobiles (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. All of Debtor's furniture and fixtures now owned or hereafter acquired.

RECORD FEE 11.00
POSTAGE .50
#32702 C237 R02 109:57
AUG 8 86

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$50,000.00 of which \$40,000.00 shall be used to purchase inventory and is therefore exempt from recordation taxes.

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

AUTOMOTIVE ACCENTS, LTD.

(Type Name)

By: Thomas J. Barley, President

☒

By: James A. Shimer

James A. Shimer, Asst. Vice President

(Type Name)

July 30 1986

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

~~XXXXXXXXXX~~

After Recordation, return to: Bruce F. Taub, Esquire, Shapiro and Olander, 36 South Charles Street, Suite 2000, Baltimore, Maryland 21201. To be recorded in the land records and financing statement records of Anne Arundel County, Md. and the financing records of the Maryland State Department of Assessments and Taxation. Recordation stamps in the amount of \$70.00 have been paid in Anne Arundel County, Maryland.

11-09 5

G. L. CLERK

C86-04-104

BOOK 501 PAGE 532

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

203244

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: ROHDE, Richard A. & Mary J.

PROPERTY ADDRESS: 538 Devonshire Court

Severna Park, Maryland 21146

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: July 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Refrig., Range/Oven, Disp., Dishwasher, Fan/Hood, Compactor, Washer and Dryer

RECORD FEE

12.00

POSTAGE

.50

The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated June 25, 1986, from Richard A. and Mary J. Rohde to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

1986 AUG 11 10:09:11
AUG 8 886

SECURED PARTY:

DEBTORS:

THE LOMAS & NETTLETON COMPANY

Mary J. Rohde
Mary J. Rohde

BY: [Signature]

[Signature]
Richard A. Rohde

Mail to: Lomas & Nettleton Company
7890 Backlick Road, Suite 230
Springfield, Virginia 22150



Mailed to Secured Party

1986 AUG -8 AM 10:46
E. AUSTIN COLLISON
CLERK

BOOK 501 PAGE 533

FINANCING STATEMENT

RECORD FEE 12.00
 POSTAGE .50
 119577 COMD R01 113731
 AUG 13 1985

1. ☐ To be recorded in the Land Records.
 2. ☒ To be recorded among the Financing Statement Records.
 3. ☒ Not subject to Recordation Tax.
 4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es) 1. Unit 45 West Street
 Cathedral West Condominium
 Annapolis, Maryland
 2. Unit 47 West Street
 Cathedral West Condominium
 Annapolis, Maryland
 6. Secured Party Address
 Equitable Bank, National Association
 Attention: Colleen O. Jurak
 Loan Documentation
 100 S. Charles Street
 Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors

Robert B. Sprague (Seal)
 Robert B. Sprague (Seal)

Barbara K. Sprague (Seal)
 Barbara K. Sprague (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1750-

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Association and Robert B. Sprague and Barbara K. Sprague, Individuals.

Section G Continued

BOOK 501 PAGE 534

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as Unit 45 West Street "Cathedral West Condominium", Anne Arundel County, Maryland and Unit 47 West Street "Cathedral West Condominium", Anne Arundel County, Maryland

The property mentioned in Section G of the Financing Statement is all of the Debtor's right, title and interest in and to a certain Non-Compete Agreement (the "Agreement") dated 6-30-86 between James Lindsay (the "Seller") and Debtor (the "Buyer"), including, without limiting the generality of the foregoing, all choses in action arising from any breach by Seller of said Agreement.

Mail to

Equitable Bank

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 40

Page No. 254

Identification No. 26434

Dated August 19, 1965

1. Debtor(s) { SYDNOR, George S. And Jane J. His Wife
Name or Names—Print or Type
1507 Eton Way, Crofton, Maryland
Address—Street No., City - County State Zip Code
2. Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage Corporation
Name or Names—Print or Type
7801 York Road Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) August 1990
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 12.00
POSTAGE .50

815575-045 801 708749
AUG 11 86

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 14th Day of May 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

Selda M. Benny

Nancy L. Shauck
Nancy L. Shauck, Vice President

Selda M. Benny

Richard N. Schmertzler
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County
Liber 3380, Folio 606.)

Mailed to Secured Party

MARKBURY
86-69
OK

MEZGER, MULY AND YATEMAN
ATTORNEYS AND COUNSELLORS AT LAW
ARUNDEL FEDERAL BUILDING - SUITE 200
655 CRAIN HIGHWAY, S.E.
GLEN BURNIE, MARYLAND 21061

2063086TMD
A2-A3

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

July 3, 1986Not subject to Recordation Tax
Principal amount of debt secured is:
\$134,000.00FINANCING STATEMENT

1. DEBTOR:

Arlington Custom Homes, Inc.
a Maryland Corporation

Address:

c/o Nancy F. Kreller
772 Oak Stump Drive
Millersville, MarylandRECORD FEE 17.00
POSTAGE .50
21108 11500 C345 R01 712:34
AUG 8 86

2. SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Address:

8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department

3. TRUSTEES:

WILLIAM E. THOMPSON and
MARY C. MARTIN

Address:

8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department

4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus,



1986 AUG -8 PM 1:13

-1-

AUBREY COLLISON

17-
9

attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

ATTEST:

DEBTOR:

ARLINGTON CUSTOM HOMES, INC.,
a Maryland corporation

Frederick R. Keller
Secretary

By: Nancy J. Keller [SEAL]
President

[CORPORATE SEAL]

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Barbara G. Golden

BOOK 501 PAGE 539

BEING KNOWN AND DESIGNATED as Lot No. 12 as shown on a Plat entitled, North River Forest, Section One, Plat 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 68, folio 44.

Willed to Secured Party

Exhibit "A"

(Description of Real Property)

FIRST AMERICAN SAVINGS and Loan Association

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for **anne**
Arundel County, Maryland, ~~xxxxxxx~~, for filing pursuant to the
Uniform Commercial Code.

1. Name of Debtor Address

Claude David Dash 1802 Saunders Way
Cynthia A. Dash Glen Burnie, Maryland 21061
2. Name of Secured Party Address

FIRST AMERICAN SAVINGS AND 13448 Jefferson Davis Highway
LOAN ASSOCIATION Woodbridge, Virginia 22191
3. This financing statement covers the following items of property:
Range, REfrigerator, Clothes Washer
4. This financing statement is not subject to a Recordation Tax.
5. This financing statement is intended to evidence among the Financing
Records the encumbrance of the items listed herein by a Deed of Trust
from aforesaid debtors securing the aforesaid secured party, dated
August 1, 1986, 1986, and recorded herewith (or
prior hereto) among the Land Records of **Anne Arundel County, Maryland**.

Executed this 1st day of August, 1986

Debtors

Claude David Dash
[Signature]

Secured Party

FIRST AMERICAN SAVINGS AND
LOAN ASSOCIATION

By *[Signature]*

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228



Mailed to Secured Party

1986 AUG 15 AM 11:22

CLERK

COPY FOR FILING

- Value of Equipment is \$160,000.00
☐ Not Subject to Recordation Tax
☐ Subject to Recordation Tax: Principal Amount is \$ _____
☐ To Be Recorded in Land Records of _____

Record in:

- ☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
BROWN'S REISTERSTOWN ROAD	3510 Fort Meade Road	Laurel, Maryland	20707
MOTORS, INC. t/a BROWN'S			
ACURA			

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☒ **All Equipment** - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ **Inventory** - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof, **except new motor vehicles.**
- ☒ **Accounts Receivable, etc.** - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ **Specific Equipment** - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ **Other** - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

BROWN'S REISTERSTOWN ROAD MOTORS, INC.

t/a BROWN'S ACURA

By: _____

By: _____

Type Name William C. Appleby

Robert D. Benton, President

Title Vice President

Type or Print Name and Title of Each Signature

THIS FINANCING STATEMENT SECURES A GUARANTY GIVEN BY THE DEBTOR TO THE SECURED PARTY AND THE DEBTOR IS NOT PRIMARILY LIABLE FOR THE REPAYMENT OF THE PRINCIPLE DEBT. NOT SUBJECT TO RECORDATION TAX.

Mailed to Secured Party

SCHEDULE A

BOOK 501 PAGE 542

Miscellaneous Equipment - All equipment, machinery and other goods and tangible property of the Debtor now or hereafter acquired, wherever located, used by the Debtor in the operation of its business as a motor vehicle dealership or motor vehicle repair facility, including but not limited to, all hydraulic pumps, paint booths, paint mixers, frame straighteners, lifts, hoists, jacks, body and brake shop equipment, quonset huts, front end machinery, pipe bending machines, wheel balancers, vacuum equipment, and signs.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 7 Page No. 517
Identification No. 5003 Dated May 28, 1964

1. Debtor(s) { James E. Skiles and June E. Skiles, his wife
Name or Names—Print or Type
181 Carroll Rpad, Rivera Beach, Anne Arundel County, Md.
Address—Street No., City - County State Zip Code

2. Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage Corporation
Name or Names—Print or Type
7801 York Road Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) May 1, 1994

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u><input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#33709 C237 R02 115:41
AUG 18 86

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 10th day of June 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

Helda M. Penny
Helda M. Penny

Nancy L. Shauck
Nancy L. Shauck, Vice President
Richard N. Schmertzler
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County
Liber 3380, Folio 606.)

JUNE E SKILES
181 CARROLL RD
PASADENA, MD 21122

Mailed to Secured Party

1986 AUG 18 PM 3:42
CLERK
E. AUBREY COLLIS



637362

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
 Amount is \$ 7,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Mason & Ostiguy, Inc.

Address

4077 Shoreham Beach Road
 Edgewater, Maryland 21037

Secured Party

Farmers National Bank

Address

5 Church Circle
 Annapolis, Maryland 21401

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
 list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1976 Case Model #1537 Bobcat
 serial #D52867

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Mason & Ostiguy, Inc.

By Sherman C. Mason

By Daniel L. Ostiguy

Secured Party (or Assignee)

FARMERS NATIONAL
 BANK OF MARYLAND

RECORD FEE 11.00
 RECORD TAX 49.00

POSTAGE .50
 #33710 0055 R02 115:56
 AUG 18 86

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11

490

FINANCING STATEMENT

☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax, Principal
 Amount is \$

☐ To Be Recorded in Land Records (For
 Fixtures Only) BOOK 501 PAGE 545

NAME	ADDRESS			
1. Debtors(s)	No.	Street	City	State
Philip S. Talpers	7639	Baltimore & Annap. Blvd.	Glen Burnie	MD 21061

2. Secured Party
 CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-101
 located at 7639 Baltimore & Annapolis Blvd. Glen Burnie, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown
 Service Station MD-101

RECORD FEE 11.00
 POSTAGE .50
 020823 CMM R01 T13#45
 AUG 19 86

CHECK ☒ THE LINES WHICH APPLY

4. ☐ (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~

5. ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
☐ (If products of collateral are claimed) Products of the collateral are also covered.
 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:
 CROWN CENTRAL PETROLEUM CORPORATION

Debtor(s)

By: Philip S. Talpers

By: _____

Type Name J.G. Yawman

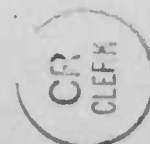
Title Assistant Secretary

Type or Print Name and Title of Each Signature

Mailed to Secured Party

1986 AUG 19 PM 1:46

E. AUBREY COLLISON
 CLERK



STATE OF MARYLAND

203301

FINANCING STATEMENT Form UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in the land records, check here []

RECORD FEE 12.00
POSTAGE .50

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 12-12-85 11:45 AM T10-22
AUG 20 86

1. DEBTOR

Name William J. Wood, II and Eileen S. WoodAddress 5700 Deale Churchton Rd., Churchton, Md. 20733

2. SECURED PARTY

Name Southern Maryland PRODUCTION CREDIT ASSOCIATIONAddress P. O. Box 99 Hughesville, MD. 20637Southern Maryland Production Credit Assn.15207 Marlboro Pike, Upper Marlboro, MD. 20772

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK [X] THE LINES WHICH APPLY

3. This financing statement covers the following types (or items) of property.
☐ CROPS ☐ FARM PRODUCTS ☐ INVENTORY
☒ FARM MACHINERY AND EQUIPMENT
☐ OTHER COLLATERAL (give type)
☒ After-acquired property of above types; products and proceeds of collateral.
☒ ALL stock or rights to stock of the Debtor in the Secured Party.

4. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate below).

Description of real estate:

(If the Debtor does not have an interest of record) The name of the record owner is _____

William J. Wood II
(Signature of Debtor)

William J. Wood, II

Type or Print Above Signature on This Line

Eileen S. Wood
(Signature of Debtor)

Eileen S. Wood

Type or Print Above Signature on This Line

SOUTHERN MARYLAND
PRODUCTION CREDIT ASSOCIATION

By:

Mildred E. Hook
(Signature of Secured Party)

Mildred E. Hook

Type or Print Above Signature on This Line

Rev. 12/85 A-2509

Mailed to Secured Party

1750.

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is *Not* Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Charles E. Jerman and Benjamin G Jerman
 (Name or Names—Last Name First)
766 Maryland Route 3, North Gambrills, Maryland 21054
 (Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

American Unic Strongman Mobile Lift Serial # 108535751
 6' Jack Stands
 Van Pad Extensions

RECORD FEE 12.00
 POSTAGE .50
 HENRI OTT RM T10428
 AUG 20 86

4. Proceeds of collateral are covered hereunder: YES ☒ NO ☐
 5. Products of collateral are covered hereunder: YES ☐ NO ☒
 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
 7. The principal amount of the debt initially incurred is: \$6,195.14
Six thousand one hundred ninety-five and-----14/100
 8. Filed with: Clerk of the Circuit Court for Anne Arundel County
 9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061
 Dated this 30th day of July, 19 86

DEBTOR:
Charles E. Jerman
Benjamin G Jerman
 By: _____
 (Title)

SECURED PARTY:
THE BANK OF GLEN BURNIE
 By: Earl G. Walter
 (Title)
Executive Vice President

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
 Record Reference _____

1250.
 Mailed to Secured Party

TO BE FILED AND RECORDED IN:

Land Records of Anne Arundel County
Financing Statement Records of Anne Arundel County
State Department of Assessments and Taxation

Not Subject to
Recordation Tax

DATED: August 1, 1986

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security in the same loan securing a debt in the principal amount of \$480,000.00.

FINANCING STATEMENT1. DebtorAddress of all Debtors

RUFUS, INC.

330 E. Timonium Road
Timonium, Maryland 21093

RECORD FEE 13.00
POSTAGE 50
#21026 0777 R01 114:12
AUG 20 86

2. Secured Party:Address of Secured Party:

THE SPARKS STATE BANK

14804 York Road
Sparks, Maryland 21152
Attention: Gail S. Allen

3. This Financing Statement covers the following items:

(a) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other personal property of every kind and nature whatsoever, other than consumable goods, now owned or hereafter acquired by Debtor, now or hereafter located in or upon said property or any part thereof, and used or usable in connection with any present or future operation of such property, including, but without limiting the generality of the foregoing, all heating, ventilating, lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors, transformers, generating equipment, pumps, tanks, ducts, conduits, wires, switches, electrical fixtures, fans, switchboards and telephone equipment, piping, tubing, plumbing equipment and fixtures; all refrigeration, air conditioning (units and systems), cooling, ventilating, sprinkling, water, power and communications systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all elevator and escalator equipment and apparatus, all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas and electrical fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, washers, dryers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies, linens, beds, dressers, desks, chairs, stands, televisions, china, silver, tables, furniture, furnishings and accessories; all security systems, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located or installed or used or usable in the operation of the property or appurtenant facilities erected or to be erected on the property.

1350
mailed to Secured Party

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described property and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, management agreements, guaranties, licenses and leases and all rights, accounts and proceeds due thereunder, construction contracts, permits, bonds, deposits and payments and refunds and return of premiums, proceeds of insurance and condemnation, any charges and fees thereunder relating or appertaining to the said property and collateral and its development, occupancy and use, and all right, title, interest and estate of Debtor as Landlord under certain leases conveyed and assigned to the Secured Party pursuant to Assignment of Rents and Other Income and Leases of even date herewith.

4. The aforesaid items are included as security in a Deed of Trust given by Debtor to Bradley G. Moore and Gail S. Allen, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to The Sparks State Bank.

5. Proceeds of the above collateral are covered hereunder.

6. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon being in Anne Arundel County, Maryland, as described on Exhibit A attached hereto and made a part hereof and as described in and conveyed by Debtor in the Deed of Trust recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DEBTOR

RUFUS, INC.

BY: Russell F. Schumacher
Russell F. Schumacher
President

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Resnick, Sopher & Perlow, P.A., One East Redwood Street, Baltimore, Maryland 21202, Attention: Jerry S. Sopher, Esquire.

JSS/av/0162V

Mailed to Secured Party

EXHIBIT "A"

BEGINNING for the same at an iron pipe now set at the intersection formed by the 15th line of the land which by deed dated July 31, 1961 and recorded among the Land Records of Anne Arundel County in LiberGTC No. 1496 folio 51 was conveyed by The Hammarlee Realty Company to Angelo D'Anna and Carmen V. D'Anna with the northeast right of way line of a service drive as shown on State Roads Commission right of way Plat No. 39880, thence leaving said place of beginning and running and binding on the northeast right of way line of said service drive the 3 following courses and distances, referring all courses of this description to the Meridian of said State Roads Commission Plat No. 39880, viz: (1) North 43 degrees 32 minutes 56 seconds West 394.62 feet to an iron pipe now set at a point of curve, thence (2) Southwesterly by a line curving to the left with a radius of 95.00 feet for a distance of 170.57 feet (the arc of said curve being subtended by a chord bearing South 85 degrees 00 minutes 47.5 seconds West 148.57 feet) to an iron pipe now set at the end of said curve and thence (3) South 81 degrees 20 minutes 40 seconds West 38.41 feet to an iron pipe now set on the aforesaid northeast right of way line of relocated Maryland Rte. 270 as shown on State Roads Commission right of way plat #21898 and 21899 thence running and binding on said right of way line (4) northwesterly by a line curving to the left with a radius of 2341.83 feet for a distance of 140.08 feet (the arc of said curve being subtended by a chord bearing North 60 degrees 04 minutes 15 seconds West 140.06 feet) to an iron pipe now set and to intersect the first line of the hereinmentioned deed, thence leaving the northeast right of way line of relocated Md. Rte. 270, and running and binding on a part of said first line (5) North 40 degrees 11 minutes 29 seconds East 167.75 feet to the end thereof and to the waters of Furnace Branch thence running and binding on the 2nd thru the 13th lines of the abovementioned deed and binding along the waters of Furnace Branch the 12 following courses and distances, viz: (6) South 53 degrees 41 minutes 50 seconds East 12.12 feet thence (7) North 73 degrees 29 minutes 10 seconds East 78.00 feet thence (8) North 58 degrees 26 minutes 10 seconds East 38.00 feet thence (9) South 79 degrees 56 minutes 50 seconds East 36.00 feet thence (10) North 79 degrees 22 minutes 10 seconds East 39.00 feet thence (11) North 37 degrees 52 minutes 10 seconds East 92.00 feet thence (12) North 60 degrees 20 minutes 10 seconds East 36.00 feet thence (13) South 56 degrees 51 minutes 50 seconds East 76.00 feet thence (14) South 66 degrees 19 minutes 50 seconds East 89.00 feet thence (15) South 61 degrees 54 minutes 50 seconds East 61.00 feet thence (16) North 85 degrees 15 minutes 10 seconds East 98.00 feet and thence (17) North 61 degrees 46 minutes 10 seconds East 128.00 feet to intersect the southwest side of a right of way 150 feet wide for the construction and maintenance of electric power transmission lines by the Baltimore Gas and Electric Company thence running and binding on the southwest side of said right of way and on the 14th line of said deed running parallel with and 110 feet distant measured southwesterly at right angles from the centerline between tower No. 862 E (on the north side of Furnace Branch) and tower No. 863 E (on the south side of Furnace Branch) (18) South 50 degrees 00 minutes 50 seconds East 193.75 feet to the beginning of the 15th line of the aforesaid deed thence running and binding on a part of said 15th line (19) South 40 degrees 22 minutes 10 seconds West 364.05 feet to the place of beginning.

CONTAINING 5.997 acres of land, more or less, as now surveyed by Evans, Hagan & Holdefer, Inc. on October 29, 1976.

Mail to Sparks State Bank Mailed to Secured Party

STATE OF MARYLAND

BOOK 501 PAGE 551

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253557

RECORDED IN LIBER 476 FOLIO 595 ON 8/17/84 (DATE)

1. DEBTOR

Name Concrete Equipment Sales & Service Co, Inc. T/A Conessco

Address 28 Thomas Ave, Baltimore, MD 21225

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071, Columbia, MD 21044

RECORD FEE 10.00
POSTAGE .50
#21022 CITY RM 114:14
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>termination</p>



1986 AUG 20 PM 4:13

E. MURPHY COLLISON

Mailed to Secured Party

Dated

8-12-86

K. M. M. M. M.

(Signature of Secured Party)

ITT Industrial Credit Company 58058025
Type or Print Above Name on Above Line

263367

BOOK 501 PAGE 552

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDSThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
AUTOTERM OF ANNAPOLIS, INC.		853 Scenic Hills Way,	Annapolis,	Maryland
				21401

Name of Secured Party or assignee	No.	Street	City	State
UNITED BANK AND TRUST COMPANY OF MARYLAND	9420	Pennsylvania Ave.,	Upper Marlboro,	Maryland
				20770

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

- (A) All Debtor's accounts
 (B) All Debtor's general intangibles
 (C) All moneys due or to become due to Debtor under any contract
 (D) All of Debtor's accounts receivable
 (E) All Debtor's rights to receive any moneys as commissions from Manufacturers Hanover Trust Company
 (F) All Debtor's rights in its deal portfolio, including the right to receive moneys from third persons for its use, sale or rental

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax-Property Article of the Annotated Code of Maryland.

Debtor(s) or assignor(s)

AUTOTERM OF ANNAPOLIS, INC.

UNITED BANK AND TRUST COMPANY OF
MARYLAND

(Type or print name under signature)

By: 

Wilson D. Powell, President

By:

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)CR
CLERK

1986 AUG 20 PM 4:13

F. JAMES COLLISON

Delivered to Secured Party

1150-

RETURN TO: Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263368

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

(true lease) Conditional Sales lease Purchase
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name First United Pentecostal Church DBA Antioch Church

Address 1535 Ritchie Highway Arnold, MD 21012

2. SECURED PARTY

Name CIT Financial Services Corporation

Address 4003F Greentree Executive Campus Marlton, NJ 08053

RECORDED IN 12.00
FEE 1.00

#21032 CTT R01 T14#16
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

TELCOA Reliant 1232 telephone system as follows: 1 key service unit
equipped with conferencing and power supply; 1 AC line
surge protector; 1 CO line card/4 per card; 2 Station
cards/8 per card; 10 Reliant 32 electronic telephones; 3 Reliant
32 speakerphones; 1 Direct Station selector/Busy lamp field;
1 OPU Card; 1 Unit Mounting card for page; 1 40 WATT amplifier;
4 ceiling speakers; 4 Baffle speakers; 2 wall mounts; 1 battery back;
2 horns; 3 prewire jacks; 2 TCM Switch

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

First United Pentecostal Church DBA Antioch Church

Rev. Chester M. Wright, Pastor
(Signature of Debtor)

CHESTER M. WRIGHT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CIT Financial Services Corporation

Denise Paris
(Signature of Secured Party)

Denise Paris

Type or Print Above Signature on Above Line

Mailed to Secured Party

12/8
1986 AUG 20 PM 4:13

E. AUBREY COLLISON
CLERK



STATE OF MARYLAND

Anne Arundel County

BOOK 501 PAGE 554

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242818RECORDED IN LIBER 450 FOLIO 330 ON June 4, 1982 (DATE)

1. DEBTOR

Name Motorcars & Lorries, Ltd. d/b/a United States Associated Rent-A-Car Systems
Address 401 S. Camp Meade Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Chrysler Credit Corporation
Address 1275 Summer Street, Stamford, Conn. 06905
6411 Ivy Lane #214, Greenbelt, Maryland 20770
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒
(Indicate whether amendment, termination, etc.) to change debtor's addressto change debtor's address
from: Routes 176 & 170
Harmans, Maryland 21077To: 401 S. Camp Meade Road
Linthicum, Maryland 21090

RECORD FEE 10.00

FILING FEE .50

RECORDED 801 714816
AUG 20 86United States Associated
Rent-A-Car SystemsMark Walzer
Mark Walzer

Chrysler Credit Corporation

Dated

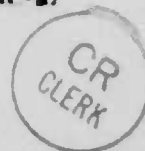
SEPTEMBER 5 1985

(Signature of Secured Party)

L. R. Feagles - Branch Manager

Type or Print Above Name on Above Line

Mailed to Secured Party.



FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated A True Lease Not is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Intended As Security

1. DEBTOR - LESSEE

Name Pen Paulex, Inc. t/a Timmy's Restaurant
Address 78 Maryland Avenue, Annapolis, Maryland 21401

2. SECURED PARTY - LESSOR

Name Nelco Corporation
Address P.O. Box 537 Laurel, Maryland 20707-0537

Return To: FCA, P.O. Box 502, Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Model C40H-W-P Ice-O-Matic ice machine
Serial No. G612-02071W

1 Model 300P Follett ice bin
Serial No. 88679

RECORDED RE 12.00
POSTAGE .50
071034 CITY R01 114317
AUG 20 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Pen Paulex, Inc.
(Corporate or Trade Name)

Paul Alexiou
(Signature of Debtor)

Paul Alexiou
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson
(Signature of Secured Party)

Howard E. Nelson

Type or Print Above Signature on Above Line

Mailed to Secured Party

1750
1986 AUG 20 PM 4:13

E. AUBREY COLLISON
CLERK

263370

CR
CLERK

95 AUG 20 1995

ATTACHMENT TO FINANCING STATEMENT

LOCATION: 8808 Baltimore Boulevard
College Park, Maryland

- a. Equipment and/or fixtures now owned or later acquired by the Debtor and used or to be used in connection with lubricating or changing the oil or other fluids in automobiles and trucks (including pumps, storage tanks, reels, hoses, hand tools, storage racks, valves, gauges and fittings);
- b. Office furniture and office equipment;
- c. Any replacements of, or proceeds from the sale of, Collateral.

Mailed to Secured Party

203371 PRU 1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated July 25, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J.A. Cecil Company, Inc.

Address 8063 Longhill Road, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One CASE 580SE Loader/Extendahoe
S/N 17038523

Name and address of Assignee FEE 11.00

POSTAGE .50

RECEIVED 201 T14 19
JUL 20 86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

(Signature of Debtor) & Title

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

Mailed to Assignee

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax. Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Dr. Charles J. Thorne
(Name)
432 Benfield Road
(Address)
Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn Gail Zickafoose
(Name of Loan Officer)
83 Forest Plaza
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

See attached schedule A

RECORD FEE 11.00
POSTAGE 50
#21037 CTT7 ROL 10:20
MAY 20 86



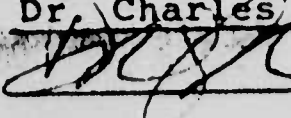
2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

3. ☐ Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

Dr. Charles J. Thorne (Seal)
 (Seal)
(Signature)

(Print or Type Name)

(Seal)
(Signature)

(Print or Type Name)

1150

ATTACHMENT A

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Mailed to Secured Party

263373

BOOK 501 PAGE 561

FINANCING STATEMENT

- ☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Glenn C. Housley, Inc.
Address: 1810 Virginia Ave.
Annapolis, Md. 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

See Schedule A

RECORD FEE 17.00
POSTAGE .50
#12222 C777 R01 T08:39
AUG 19 86

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
#21033 C777 R01 T14:21

AUG 20 86

- ☒ Proceeds of the collateral are also covered.
☐ Products of the collateral are also covered.

Debtor(s): Glenn C. Housley, Inc.

Glenn C. Housley, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:

John J. Feldman, III - District Manager
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1986 AUG 20 PM 4:14
AUSLEY COLLISON
CLERK



BOOK 501 PAGE 562

SCHEDULE A

Loan to Glenn C. Housley, Inc.

Equipment covered by Financing Statement:

1. Adler 266-1 #602 30" Long Arm Barrel Shuttle Zig Zag Sewing Machine
Serial Number 438355
2. Adler 98 30" Long Arm Four Step Zig Zag Sewing Machine
Serial Number 437321

Mailed to Secured Party

BOOK 501 PAGE 563

203374

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First) and Address(es) Urban Marine Services, Inc. 1933 Lincoln Drive Annapolis, Maryland 21401	2. Secured Party(ies) Name(s) and Address(es) Dauphin Deposit Bank & Tr. Co. 3045 Market St. Camp Hill, Pa. 17011	4. For Filing Officer: Date, Time, No. Filing Office RECEIVED FE 11.00 FEE .50 JUL 20 1986	
5. This Financing Statement covers the following types (or items) of property: Security interest in 24' X 75' Steel Barge with Crane and assorted equipment; 10' X 20' Pontoon Boat; 12' X 48' Push Boat (400 Horsepower); Associated Contract Rights & Associated Accounts Receivable <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) JUL 20 1986	
8. Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9. Name of a Record Owner	7. <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)
No. & Street	Town or City	County	Section
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box). <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.			
Urban Marine Services, Inc.		Dauphin Deposit Bank & Trust Co.	
By <u>[Signature]</u> Signature(s) of Debtor(s)		By <u>[Signature]</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(1) FILING OFFICER COPY - NUMERICAL (3/83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania			

Mailed to Secured Party



1986 AUG 20 PM 4:14

E. AUSTIN COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262275

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated June 9, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Advanced Marketing Services, Inc.

Address 4747 Morena Blvd., Suite 200, San Diego, CA 92117

2. SECURED PARTY

Name W. T. Billard, Inc.

Address 10261 Matern Place, Santa Fe Springs, CA 90670

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 9, 1991

4. This financing statement covers the following types (or items) of property: (list)

1 Raymond Electric Forklift Truck Model 21R30TT, s/n 8601513

1 Chloride Battery Model 18-120-11Y, s/n C-3056D

1 Chloride Charger Model 18R-0575-M3D, s/n 86L4585

Equipment Location: 7453 Candlewood Road
Hanover, MD 21076

Lease #35421

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

X *Loren Paulsen*
(Signature of Debtor)

Loren Paulsen, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert M. Ward
(Signature of Secured Party)

Robert M. Ward

Type or Print Above Signature on Above Line

Mailed to Secured Party

11/40

STATE OF MARYLAND

Anne Arundel Cty

BOOK 501 PAGE 565

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249663

RECORDED IN LIBER 467 FOLIO 343 ON 11/8/83 (DATE)

1. DEBTOR

Name Citroni, Armand d/b/a Citroni Machine & Tooling
Address 300 Homewood Road, P.O. Box 75, Linthicum, MD 21090

2. SECURED PARTY

Name Textron Financial Corporation
Address 145 Mickley Road, P.O. Box 245
Whitehall, PA 18052

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Mailed to Secured Party

Dated July 9, 1986

Diane L. Rider
(Signature of Secured Party)

Diane Rider Agent

Type or Print Above Name on Above Line



BOOK 501 PAGE 566

Financing Statement

263376

COPY FOR FILING

- ☐ Not Subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$
☐ To Be Recorded in Land Records of

Record in:

- ☒ SDAT
☐ Montgomery County
☒ Prince George's County
☒ Other Anne Arundel County

NAME	ADDRESS
1. Debtor(s)	City State
Donald A. & Linda C. Hooker	8201 Corporate Drive, Suite 950, Landover, MD 20785
	4317 Owensbrook Court, West River, MD 20778

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20814
Attn: Loan Administration

RECORD FEE 12.00
STAMP .50
#21946 C777 R01 T14:26
MAY 20 1986

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: _____

Type Name Thomas V. Clagett

Title Vice President/Corporate

Debtor(s) or Assignor(s)

Donald A. Hooker

Linda C. Hooker

Type or Print Name and Title of Each Signature

SCHEDULE A

(Leased Equipment)

BOOK 501 PAGE 567

Inventory DESCRIPTION:

- One (1) 5360 A12 to B23 upgrade to IBM System 36 Computer
- One (1) 5360 Feature 4900
- Four (4) 5291-200 CRT, Serial Nos. OW3162, OW3227, OW3231 & OW3245
- One (1) 5364-002 System Unit, Serial #18995
- One (1) PC/XT, Model #5160089, Serial No. 04004071
Including:
 - Monochrome Display
 - Display Printer Adapter
 - Bisync Adapter
 - Comm. Cable
- One (1) Quietwriter, Model 2, Printer, Serial No. 4033602
Including:
 - Parallel Cable
 - Sheet Feed
- One (1) IBM 4683-001 Point-of-Sale Terminal
- One (1) IBM PC/AT 5170-839 Store Controller

Together with all parts, accessories, additions, substitutions, replacements, alterations, options and accessions thereto and all property or equipment used in connection with any of the above.

All of the Debtor's right, title and interest in and to the Lease Agreement between the Debtor and

Advanced Distribution Systems, Inc.

dated _____, together with any and all of the Debtor's rights of reversion and rights to rent or other payments in or under the said lease agreement and all other leases or rental agreements between the Debtor and third parties to which the Debtor is now a party or may hereafter be a party, relating to the lease or rental of any of the equipment or other items of property described above or hereafter acquired by the Debtor; all guaranties or other agreements or property securing or relating to any of the items referred to above; computer tapes, programs, discs, software and other material or documents relating to the recording, billing or analyzing of any of the leases or payments thereunder.

granted to Secured Party

263377

BOOK 501 PAGE 568

[illegible]

11.00

50

ALL 20 866

11/50 ✓

1986 AUG 20 PM 4:14

E. AUBREY COLLISON
CLERK

Mailed to Assignee
CLERK

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

203378

FINANCING STATEMENT

BOOK 501 PAGE 569

DATE: August 11, 1986

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Michael A. Bignell Architects, P.A.

ADDRESS: 2661 Riva Road, Suite 120
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Hewlett Packard 9000 Model 310 Computer

- (1) Mbyte RAM module
- (1) Video Board Series 300
- (1) 19" Resolution Color display
- (1) HP-HIL keyboard
- (1) HP-HIL digitizer
- (1) 4 button Cursor
- (1) Software, Interface
- (1) HP-HIL keyboard
- (1) 12" diagonal green phosphorus
Video Monitor

- (1) Drafting Plotter
- (1) Floating Point Processor Card
- (1) HP-HIL ID module
- (1) 2.4 m extension for HP-HIL audio
- (1) Interface and Coax Adaptor
- (1) 200 cps dot matrix impact printer
- (1) 55mb fixed disc drive & 1/2 cartridge
tape drive
- (1) HP-IB cable
- (1) Double-sided single 3 1/2" microfloppy disc drive
- (1) Response Center Support for HP9000 Series 200

- (1) ADC 800 Drafting
- (1) ADC 860 3D
- (1) ADC 880 Attribase

RECORD FEE 11.00
FEE 50
DEPARTMENT 01 114128

AUG 20 86

DEBTOR(S):

Michael A. Bignell Architects, P.A.

by:

Michael A. Bignell

Michael A. Bignell, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By:

John M. Crook
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

Mailed to Secured Party

1150

263379

BOOK 501 PAGE 570

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Covey Construction Company, Inc.

Address 1896 Montevideo Road Jessup, Maryland 20796

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.

Address 8300 Ardwick-Ardmore Road Landover, Maryland 20785

Credit Alliance Corporation P. O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Covey Construction Company, Inc.

(Signature of Debtor)

Bonnie D. Coney Vice Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

(Signature of Secured Party)

Robert Steven General Manager

Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 28, 1986

between Jacobs Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee
and Covey Construction Company, Inc. 1896 Montevideo Road Jessup, Maryland 20796
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 71,718.24
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of July, 19 86
Jacobs Ford Truck Sales, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By 

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

501 PAGE 572

TO: Jacobs Ford Truck Sales, Inc.
(Seller)FROM: Covey Construction Company, Inc.
(Buyer)8300 Ardwick-Ardmore Road Landover, MD 20785
(Address of Seller)1896 Montevideo Road Jessup, MD 20796
(Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1986 LTL9000, Dump Truck S/N
1FDZA90XOGVA34423 with 14½ Heil Steel
Body(1) TIME SALES PRICE \$ 91,718.24(2) Less DOWN PAYMENT IN CASH \$ 20,000.00(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-(4) CONTRACT PRICE (Time Balance) \$ 71,718.24The property purchased shall remain personally and not become part of any
realty and shall be located and kept for use at: 1896 Montevideo Road
Jessup, MD 20796

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy one thousand seven hundred eighteen and 24/100***** Dollars (\$ 71,718.24)being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of September, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,494.13 and the final installment being in the amount of \$ 1,494.13with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 28, 19 86Accepted Jacobs Ford Truck Sales, Inc. (SEAL)
(Print Name of Seller Here)By: _____
(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

BUYER(S)-MAKERS(S):

Covey Construction Company, Inc. (SEAL)
(Print Name of Buyer-Maker Here)By: _____
(Print Name of Co-Buyer-Maker Here)

(SEAL)

By: _____

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misrise, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	(SEAL)	} Signature of Seller
_____	(Corporate, Partnership or Trade Name or Individual Signature)	
By: _____	(Signature: Title of Officer, "Partner" or "Proprietor")	

(With Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 053110RECORDED IN LIBER 476 FOLIO 43 ON 08/06/84 (DATE)

1. DEBTOR

Name Aulsup, Richard O. Sr & Bernice
Address 172 Wood Dr., Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727
Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)RECORD FEE 10.00
POSTAGE .50
#21057 1345 RM T14:37
AUG 20 86Dated 08/08/86Kimberly A. Tilman
(Signature of Secured Party)
Kimberly A. Tilman
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249962RECORDED IN LIBER 468 FOLIO 137 ON 11/29/83 (DATE)

1. DEBTOR

Name

Alton Wilmer & Emma

Address

1125 President St., Annapolis, MD 21403

2. SECURED PARTY

Name

NORWEST FINANCIAL-727

Address

24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

RECORD FEE 10.00

POSTAGE 1.50

RECEIVED 11/29/83

NOV 29 1983

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☐
(Indicate whether amendment, termination, etc.)



Dated

8/8/86

(Signature of Secured Party)

Kimberly A. TilmanKimberly A. Tilman

Type or Print Above Name on Above Line

Mailed to Secured Party

22.50

BOOK 501 PAGE 578

LIBER 425 PAGE 146

202493

(Account No. 00853)

Statement No. _____

Date: May 2, 1980

Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS: Wilmer Alton & Emma R. Alton
Names: _____

Address: 1125 President Street Annapolis, Md. 21403

2. SECURED PARTY: 2020 D West Street
USLIFE Credit Corporation

Address: Annapolis, Md. 21401

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 2661.10

All household goods located at above address and on file with USLIFE CREDIT CORPORATION?

4. DEBTORS:
/s/ Wilmer Alton

SECURED PARTY:
USLIFE CREDIT CORPORATION

/s/ Emma R. Alton
Emma R. Alton

By/s/ W. Johnson

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

Date: 8/8/86

P/11-MD

SECURED PARTY:
USLIFE CREDIT CORPORATION

By /s/ Kimberly A. Setman

Mailed to Secured Party

Mailed to Secured Party

RECORD FEE 5.00
RECORD TAX 17.50
404394 0237 102 110:06
MAY 8 80

B.L.
CLERK

1980 MAY -8 AM 10:10

W. GARNETT CLERK

RECORD FEE 10.00
RECORD TAX .50
404394 0345 101 114:38
AUG 20 86

5.00
17.50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253298RECORDED IN LIBER 476 FOLIO 359 ON 8/14/84 (DATE)

1. DEBTOR

Name Best, Elbert E. & Gwendolyn
Address 29 E. Bens Drive, Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727
Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: Terminated
(Indicate whether amendment, termination, etc.)Dated 8/8/86Kimberly A. Tilman
(Signature of Secured Party)Kimberly A. Tilman
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253625

RECORDED IN LIBER 477 FOLIO 247 ON 8/28/84 (DATE)

1. DEBTOR

Name Bowie, Debra A.
 Address 1381 Tyler Ave., Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL-727 RECORDED FE 10.00
 Address 24 DEFENSE STREET - SUITE B FOLIO 50
ANNAPOLIS, MARYLAND 21401 RECORDED IN LIBER 477 FOLIO 247 ON 8/28/84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

CHECK ☒ FORM OF STATEMENT

CR
CLERK

Dated 8/8/86

Kimberly A. Tilman
 (Signature of Secured Party)
Kimberly A. Tilman
 Type or Print Above Name on Above Line

Mailed to Secured Party

(Account No. 2517)

Statement No. _____

Date: December 22, 1981

Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Charles Comer & Linda Sue Comer

Address: 303 Oakwood Road Edgewater, Md. 21037

2. SECURED PARTY:

USLIFE Credit Corporation

Address: P. O. Box 532 Annapolis, Md. 21404

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 853.89

1 Sofa, 2 Chairs, 2 Tables, 2 Lamps, 1 Rug, 1 Stove, 1 Refrig, 1 Washer, 1 Dryer
1 Table w/6 Chairs, 3 Beds, 4 Dresses, 1 Dr. Table, 2 Tables, 4 Lamps,
1 Mixer, 1 Toaster, 1 Radio, 3 T.V.s 1 Sweeper,

RECORD FEE 5.00
RECORD TAX 3.50
POSTAGE .50
#03012 0237 R02 112:53
DEC 28 81

4. DEBTORS:

/s/ Charles L. Comer
CHARLES L. COMER

SECURED PARTY:

USLIFE CREDIT CORPORATION

/s/ Linda Sue Comer
LINDA SUE COMERBy/s/ Roscoe C. Merchant Manage

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME
TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00
POSTAGE .50
#21001 045 R01 114:41
AUG 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:

USLIFE CREDIT CORPORATION

Date: 08/8/86

P/11-MD

By/s/ Kimberly A. SilmanB.L.
CLERKCR
CLERK

1986 AUG 20 PM 4:14

E. ANDREY COLLISON
CLERKRECEIVED FOR RECORD
CIRCUIT COURT, P.A. COUNTY

1981 DEC 28 PM 12:35

W. L. F. & T. CLARKE
CLERK

Mailed to Secured Party

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255278
RECORDED IN LIBER 481 FOLIO 511 ON 2/22/85 (DATE)

1. DEBTOR

Name Donithan Patrick B. & Margo
Address 129 Locust Lane, Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727
Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☐
(Indicate whether amendment, termination, etc.)

RECEIVED FE 10.00
FEBRUARY 20 1986
#21062 6345 201 714041
AUG 20 86

Dated 8/8/86

Kimberly A. Tilman
(Signature of Secured Party)
Kimberly A. Tilman
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254808

RECORDED IN LIBER 480 FOLIO 206 ON 12/4/84 (DATE)

1. DEBTOR

Name Dufrene, Warren R. Sr.
 Address 1011 Waterbury Heights Dr. Crownsville, MD 21032

2. SECURED PARTY

Name NORWEST FINANCIAL-727
 Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☐
 (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
 NOTICE .50
 12103 C45 R01 T14742
 AUG 20 86

CH
 CLERK

Dated 8/8/86

Kimberly A. Tilman
 (Signature of Secured Party)
Kimberly A. Tilman
 Type or Print Above Name on Above Line

Mailed to Secured Party

BOOK 501 PAGE 582

211314

(Account No. 34433) Statement No. _____

Date: July 28, 1977 Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Warren R. Dufrene & Renee Dufrene

Address: Post Office Box 1932 Annapolis, Md. 21404

2. SECURED PARTY:

USLIFE Credit Corporation 2020 D West Street

Address: Annapolis, Md. 21401

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 1692.57

All household goods listed at above address and on file with USLIFE CREDIT CORPORATION.

4. DEBTORS:

/s/ Warren Dufrene
Warren R. Dufrene

SECURED PARTY:

USLIFE CREDIT CORPORATION

/s/ Renee M. Dufrene
Renee M. Dufrene

By/s/

Martin C. DiTrani

Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00

POSTAGE .50

1977 AUG 20 11:42

AUG 20 1977

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:

USLIFE CREDIT CORPORATION

Date: 8/8/86

P/11-MD

By /s/

Kimberly A. Silman

Mailed to Secured Party

1986 AUG 22

1977 AUG -2 PM 5:00

Mailed to Secured Party

W. DARGHEE LATRIMORE
CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252703

RECORDED IN LIBER 475 FOLIO 49 ON 07-23-84 (DATE)

1. DEBTOR

Name FEO, Jose E. & Sandra
Address 167 Green St. Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL-727
Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

RECORDED RE 10.00
FEE TIME .50
RECORDED UCC 501 714743
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)

Dated 08-08-86

Kimberly A. Tilman
(Signature of Secured Party)

Kimberly A. Tilman
Type or Print Above Name on Above Line

Mailed to Secured Party

(Account No. 35820)

Statement No. _____

Date: September 5, 1978

Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Irvin Jones & Shirley JonesAddress: 1812 Bowman Drive Annapolis, Md. 21401

2. SECURED PARTY:

USLIFE Credit Corporation 2020 D West StreetAddress: Annapolis, Md. 21401

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 1367.97

RECORD FEE	5.00
RECORD TAX	7.00

Allhousehold Goods listed at above address and on file with USLIFE CREDIT CORPORATION.

4. DEBTORS:

/s/ Irvin Jones
Irvin Jones/s/ Shirley Jones
Shirley Jones

SECURED PARTY:

USLIFE CREDIT CORPORATION

By/s/ Michael S. Levin
Michael S. Levin Act. Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME FEE
TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE	10.00
RECORD TAX	7.00

REC'D LMS 201 T14443
AUG 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:

USLIFE CREDIT CORPORATION

Date: 8/8/86

P/11-MD

By /s/ Kimberly A. Julian

Mailed to Secured Party

Mailed to Secured Party

1978 SEP -7 AM 10:28

W. GARRETT LARMORE
CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253332

RECORDED IN LIBER 476 FOLIO 395 ON 8/15/84 (DATE)

1. DEBTOR

Name Martin Sheerle S.
 Address 1299 Ashton Ct. 2A, Annapolis, MD 21403

2. SECURED PARTY

Name _____
 Address NORWEST FINANCIAL 727
24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

RECORD FEE 10.00
 8/15/84
 871067 C545 R01 T14:43
 AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☐
 (Indicate whether amendment, termination, etc.)

1986 AUG 20 PM 4:15

E. AUSTIN COLLISON
CLERK



Dated 8/8/86

Kimberly A. Selman
 (Signature of Secured Party)
Kimberly A. T. Iman
 Type or Print Above Name on Above Line

Mailed to Secured Party

8-52

BOOK 501 PAGE 558

LIBER 439 PAGE 48

238481

(Account No. 2004)

Statement No. _____

Date: JUNE 9, 1981

Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Robert L. & Elaine MatthewsAddress: 5824 Shadyside Road; Churchton, Md, 20733

2. SECURED PARTY:

USLIFE Credit Corporation

RECORD FEE 5.00
RECORD TAX 3.50
#63564 0237 R02 T13:29
JUN 22 81

Address: P. O. Box 532; Annapolis, Md, 21404

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 737.29

Sofa, chairs, 3 tables, 2 lamps, 1 table/ 8 chairs 1 china clst. rug
Stove, Refrig, washer, dryer 2 beds, 2 dressers 2 chest 2 tables 2 lamps
1 mixer, 1 toaster, 1 piano, 1 radio, 1 TV sets.

4. DEBTORS:

/s/ Robert L. Matthews
ROBERT MATTHEWS/s/ Elaine Matthews
ELAINE MATTHEWS

SECURED PARTY:

USLIFE CREDIT CORPORATION

By/s/ Roscoe Merchant/ Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME
TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00
POSTAGE .50
#2188 045 R01 T14:44
AUG 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:
USLIFE CREDIT CORPORATIONDate: 8/8/86

P/11-MD

By/s/ Kimberly A. Selman

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1981 JUN 22 PM 1:46

W. GARRETT LARRIMORE
CLERK

5.00 3.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255178

RECORDED IN LIBER 481 FOLIO 329 ON 01/11/85 (DATE)

1. DEBTOR

Name NORRIS, JR. James C. & Dorothy
 Address 439 Birch Dr. Edgewater MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL-727
 Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

SPENCER 10.00
 FIDELITY .50
 421070 0345 PM T14:48
 AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☐
 (Indicate whether amendment, termination, etc.)

Dated 08/08/86

Kimberly A. Tilman
 (Signature of Secured Party)
Kimberly A. Tilman
 Type or Print Above Name on Above Line

Mailed to Secured Party



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253302RECORDED IN LIBER 476 FOLIO 363 ON 8/14/84 (DATE)

1. DEBTOR

Name Chesterfield Sharps Sr
Address 431 Boston Heights Cr. Anna, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL-727
Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401Person And Address To Whom Statement Is To Be Returned If Different From Above 10.00

3. Maturity date of obligation (if any) _____

POSTAGE
421071 C45 501 7148
AUG 20 86CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: Termination
(Indicate whether amendment, termination, etc.)Dated 8/8/86Kimberly A. Tilman
(Signature of Secured Party)
Kimberly A. Tilman
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 052826

RECORDED IN LIBER 475 FOLIO 230 ON 7/25/84 (DATE)

1. DEBTOR

Name Spruill, Augustine & Theresa
 Address 1006 President St., Anna, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727
 Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above:

RECORD FEE 10.00
 150
 1986 AUG 20 11 48 AM R01 T14849
 AUG 20 86

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☐
 (Indicate whether amendment, termination, etc.)

Dated

8/8/86

(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253050

RECORDED IN LIBER 475 FOLIO 546 ON 8/3/84 (DATE)

1. DEBTOR

Name Venerable Tersheia D.
Address 1930 B. Gemini Dr., Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727
Address 24 DEFENSE STREET - SUITE B
ANNAPOLIS, MARYLAND 21401

RECORD FEE 10.00
FOLIO .50
#2 UCC-3 201 7143-49
AUG 20 1984

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

Dated 8/8/86

Kimberly A. Tilman
(Signature of Secured Party)

Kimberly A. Tilman
Type or Print Above Name on Above Line

mailed to Secured Party

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239468

RECORDED IN LIBER 441 FOLIO 341 ON 8/31/81 (DATE)

1. DEBTOR

Name SAM&Tco Field Management Services, Inc.

Address 3708 West Street, Landover, Maryland 20785

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, Md. 21061 formerly 1900 Sulphur Spring Rd

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Credit Alliance Corporation

Dated _____

(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.Address Defense Highway 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

Name Leasing Service CorporationAddress P. O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

RECORD FEE
POSTAGE11.00
.50#21108 C777 M1 T15:29
AUG 20 1986CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Baldwin Service Center, Inc.

F. Gregory Baldwin
(Signature of Debtor)

F. Gregory Baldwin V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

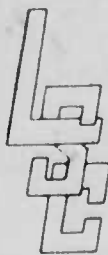
Leasing Service Corporation

(Signature of Secured Party)

Larry E. Kimmel Asst V.P.

Type or Print Above Signature on Above Line

CR
CLERK



LEASING SERVICE CORPORATION (the "LESSOR")

BOOK 501 PAGE 593

- ☐ 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
☐ 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94662
☐ 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
☐ 2360 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018
☐ P.O. BOX 8, PREL PLAZA • ORANBURG, NEW YORK 10962
☒ 500 DiGiulian Blvd. Glen Burnie, MD 21061

Telephone: 212/421-3600
Telephone: 415/654-8615
Telephone: 404/458-9211
Telephone: 312/298-5580
Telephone: 914/359-8111
760-7100

LEASE NO. 03071-67

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Baldwin Service Center, Inc.
Defense Highway 450 & 178
Annapolis, MD 21401

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

ADP Dealer Services Division of Automatic
Data Processing, Inc.
920 East Algonquin
Schaumburg, IL 60195

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT	2 Ports with 32K Memory
LEASED	1 Frame 10 Mega Byte
	1 Additional 16K Memory to be added to ADP Computer System Series 6000 Model 6035

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY	COUNTY	STATE
FOR INITIAL TERM OF THIS LEASE		
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT
\$ 374.23	28	\$ 10,478.44
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX, IF APPLICABLE)
		INITIAL TERM OF LEASE (NO. OF MONTHS)
		28
		ADVANCE RENT
		\$ -0-
		(EXCLUSIVE OF ANY SALES TAX)
		AFTER INITIAL TERM
		RENEWAL RENT
		\$ -0-
		PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 9-15-86 whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland

DATE: 8-6-86
LESSOR:



LEASING SERVICE CORPORATION

BY:

[Signature]

ASUMT

VICE PRESIDENT

LEASE COPY

DATE EXECUTED BY LESSEE: 8-6-86

LESSEE: Baldwin Service Center, Inc.

FULL LEGAL NAME

BY:

[Signature]

AUTHORIZED SIGNATURE

TITLE

BY:

AUTHORIZED SIGNATURE

TITLE

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date, an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney in fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent of the cost of said item, and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (ii) and (iii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges and taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 15% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisement, stay or exemption laws then in force.

17. If Lessee fails to pay any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder), then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent); or (iii) retain equipment and attempt to release of same (applying 80% of the reasonable rental value of the equipment, as determined by Lessor, for the unexpired initial term hereof to the unpaid balance of Total Rent and other amounts due hereunder, (C) pursue any other remedy at law or in equity. All (ii) and (iii) above; (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder, (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. Lessee and Lessor hereby waive any and all rights to a trial by jury in any action based hereon or arising hereunder.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee, party even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereinafter, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

Mailed to Secured Party

(Guarantor)
(Guarantor)

(L.S.)
(L.S.)

(Guarantor)
(Guarantor)

(L.S.)
(L.S.)

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1Identifying File No. 263380

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded in land records check here. ☐This financing statement Dated August 5, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.Address 8319 Md. Rt. 3, Box 244 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.Address 1800 Sulphur Spring Rd. Baltimore, MD 21227

Credit Alliance Corporation P. O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

John W. Ritter Trucking, Inc.

(Signature of Debtor)

John W. Ritter Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

(Signature of Secured Party)

James L. Jenoele Secty/Tres

Type or Print Above Signature on Above Line



1986 AUG 20 PM 4:16

HOLLIS

ASSIGNMENT

BOOK 501 PAGE 596

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 5, 1986

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee

and John W. Ritter, Inc., 8319 Md.Rt.3, Box 244, Millersville, Md. 21108

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 35,862.12 5th day of August 1986

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Beltway International Trucks, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
("Seller") ("Buyer")
1800 Sulphur Spring Rd. Baltimore, MD 21227 8319 Md. Rt. 3, Box 244 Millersville, MD 21108
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1986 International Harvester
Model F1954 Cab & Chassis W/20'
Aluminum Van Body, S/N
1HTLDDBN6GHA61159

(1) TIME SALES PRICE \$ 41,962.12
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 6,100.00
(4) CONTRACT PRICE (Time Balance) \$ 35,862.12

The property purchased shall remain personalty and not become part of any
realty and shall be located and kept for use at: 8319 Md. RT 3, Box 244
Millersville, MD 21108

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty five thousand eight hundred sixty two and 12/100*****
*****Dollars (\$ 35,862.12)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 5th day of September, 1986, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 996.17 and the final installment being in the amount of \$ 996.17

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: August 5, 1986

Accepted Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

By: James L. Jannelle

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

John W. Ritter Trucking, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]
Co-Buyer-Maker:

(Print Name of Co-Buyer-Maker Here)

By: _____

This instrument prepared by _____

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This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:
THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules; orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and as to any extension obtained by Buyer in any proceedings under any present or future provisions of law.

hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement, if any, between Seller and Assignee. All

assignment and endorsement.

Mailed to Assignee

Date: _____, 19 _____

(Witness)

(Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

(SEAL)

Signature
of
Seller

BOOK

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STATE OF MARYLAND

EXHIBIT B

FINANCING STATEMENT FORM UCC-1

Identifying File

203381

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1423.50

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

HALL, KEITH D.

Address

127 PATUXENT MOBILE ESTATES LOTHIAN MD 20711

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE 1.50
TOTAL 23.00
AUG 20 1986

2. SECURED PARTY

Name

SMITH, LAWRENCE A.

Address

8900 ROBIN PLACE
LAUREL MD. 20708

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee(s) of Secured Party and
Address(es)

Mechanics' Acceptance Corp.
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

1150
1050
50.

Keith D. Hall
(Signature of Debtor)

KEITH D. HALL

Type or Print Above Name on Above Line

Keith D. Hall
(Signature of Debtor)

KEITH D. HALL

Type or Print Above Signature on Above Line

(Signature of Secured Party)

LAWRENCE A. SMITH

Type or Print Above Signature on Above Line

Mailed to Assignee

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 7/30/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard Yaffe
Address 1153 ANNAPOLIS RD., ODENTON, MD 21113

2. SECURED PARTY

Name Varityper
Address 11 MT. PLEASANT AVE., EAST HANOVER, NJ 07936

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1-6818 DIGITAL WORKSTATION
1-6810 DIGITAL TYPESETTER
1-766 PROCESSOR

RECORD FEE 11.00
POSTAGE .50
#21111077 801 715331

"NOT SUBJECT TO RECORDATION TAX"

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Richard Yaffe
(Signature of Debtor)

X RICHARD YAFFE
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gail Zuckerman
(Signature of Secured Party)

GAIL ZUCKERMAN, VARITYPER ACCT. REP.
Type or Print Above Name on Above Line

Mailed to Secured Party

1986 AUG 20 PM 4:16
CLERK COLLISION

1150

**END
LIBER**